

NVIDIA API TRIAL TERMS OF SERVICE

IMPORTANT NOTICE – PLEASE READ AND AGREE BEFORE USING THE NVIDIA API SERVICES

This NVIDIA API Trial Terms of Service (“Agreement”) creates a contract between you and NVIDIA Corporation (“NVIDIA”). Please read the Agreement carefully.

The Agreement, as updated from time to time, governs your use of a designated NVIDIA API service (an “API Service”) available from a catalog of offerings (the “NVIDIA API Catalog”).

By using an API Service, you affirm that you have read and agree to this Agreement. This Agreement can be accepted only by an adult of legal age of majority in the country in which the API Service is used. If you are not old enough to enter into this Agreement or if you do not accept all the terms and conditions below, do not use the API Service.

Please read Section 14 as it requires us to arbitrate disputes and limits how you can seek relief from NVIDIA and contains a binding arbitration clause, and class action and class arbitration waivers.

1. Offering.

- 1.1 API Service. Subject to use limits defined by NVIDIA, the NVIDIA API Catalog enables you to interact with the API Service, including AI models, by providing content or inputs (“User Content”), associate User Content with the API Service or generate output based on your interaction with the API Service (“Generated Content”). The API Service does not support content in all formats.
- 1.2 Trial Access Rights. Subject to this Agreement, NVIDIA will provide you access to the API Service for limited trial purposes only and without use of the API Service or Generated Content in production. After the API Service concludes, NVIDIA will be under no obligation to deliver any future API Service, regardless of the content communicated during use of the API Service. The API Service, software and content that NVIDIA makes available to you are licensed, not sold.
- 1.3 Pre-Release. An API Service, including the software and content versions available, may be in pre-release form and may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, availability, and reliability standards relative to commercial versions of NVIDIA services and content. Your use of a pre-release API Service version is at your own risk, understanding that these versions are not intended for use in production or business-critical systems. NVIDIA may choose not to make available a commercial version of any pre-release service. NVIDIA may also choose to abandon development and terminate the availability of a pre-release service at any time without liability.
- 1.4 Trial Terms and Credits. The API Services are available for your limited use for a limited time. Your use of an API Service may be limited to a certain number of API access instances or by API access duration. NVIDIA may extend trial service credits (“Credits”) to you to access and use the API Services for trial purposes only and after you register as a user. NVIDIA will deduct Credits based on your usage of the API Services as stated with the relevant API Service. After you use available Credits, NVIDIA may provide you with various methods to receive or purchase additional Credits. You must have a separate service subscription (“Subscription”) from NVIDIA or a third-party service provider (“Service Provider”) to use the API Service in production or to use the API Service after you have used your available Credits. Unless you purchase a Subscription from NVIDIA or a Service Provider (as applicable), you may only use the API Service for internal testing and evaluation purposes, not in production. The terms and conditions of your Subscription will govern your production use of the API Service.

2. User Content and Generated Content.

- 2.1 You are solely responsible for all User Content and Generated Content, including without limitation that your use of such content complies with applicable law, this Agreement, and any other rules or guidelines that NVIDIA may make available from time to time.
- 2.2 You must either own or have the appropriate rights, licenses and consents necessary to submit User Content to an API Service. When you provide, make available, or create User Content or Generated Content on or through the API Service, you grant NVIDIA, its affiliates and their service providers a worldwide license with respect to User Content and Generated Content, to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), display and transmit such User Content and Generated Content during your API Service session solely to provide you with the API Service and as otherwise described in this Agreement or expressly disclosed to you for an API Service.
- 2.3 Except as stated below in Section 2.4 or unless expressly disclosed to you for an API Service, NVIDIA will not store or use User Content or Generated Content at the end of each API Service session.
- 2.4 For certain API Services, such as the Fine Tuning API Service or as expressly disclosed in the NVIDIA API Catalog, unless you purchase a Subscription from the appropriate Service Provider, NVIDIA will store User Content for thirty (30) days from first upload of User Content, and the Generated Content of the Fine Tuning Service for ninety (90) days from when it is first made available to you, except that NVIDIA may log and store User Content and Generated Content to monitor for security or to prevent fraud or abuse as stated in Section 3.3.
- 2.5 You acknowledge that NVIDIA does not manage or control User Content or Generated Content that you provide, make available or create through the NVIDIA API Catalog. You understand and agree that NVIDIA is not responsible for Generated Content, including any content that may be deemed inaccurate, harmful, biased or indecent. By testing this model, you assume the risk of any harm caused by any response or output of the model.
- 2.6 If you make available User Content or create Generated Content through NVIDIA API Catalog, you agree you will not:
 - (a) include any confidential information, controlled or sensitive data, including protected health information, personal data (unless expressly permitted by an API Service), payment card industry information or sensitive human subject research, or data that was processed or collected in violation of law;
 - (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to legal liability;
 - (c) be fraudulent, false, misleading or deceptive, or impersonate or attempted to impersonate others;
 - (d) be defamatory, obscene, pornographic, vulgar or offensive;
 - (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - (f) be violent or threatening or promote violence or actions that are threatening to any other person;
 - (g) contain any malware, viruses, drop dead device, worm, trojan horse, trap, back door or other software routine that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications;
 - (h) use any robot, spider, data scrapping or extraction tool or other similar mechanism;

- (i) interfere with or disrupt the security, integrity or performance, or attempt to probe, scan or test the vulnerability of, or collect or store any personal data or personally identifiable information from any API Service;
- (j) use or display NVIDIA's trademarks with any defamatory, obscene, pornographic, vulgar, offensive or violent content as determined by NVIDIA; or
- (k) otherwise infringe NVIDIA's rights in or violate its policies regarding use of its trademarks, available at <https://www.nvidia.com/en-us/about-nvidia/legal-info/>.

You are responsible for the consequences of User Content or Generated Content that do not conform to these limitations.

2.7 You agree that NVIDIA may, but is not obligated to, block, monitor, scan or review communications or User Content or Generated Content transmitted through the API Service and that NVIDIA will not be responsible for the content of any such communications or transmissions.

2.8 When using the API Service, NVIDIA may give you the ability to rate and report information regarding the API Service or Generated Content. Such information will be deemed "Feedback" as defined in Section 7 below.

3. Privacy: Collection and Use of Information.

3.1 If you use an API Service for more than a certain number of sessions or designated period of time, in each case to be determined by NVIDIA, or if you choose to download certain of the AI models or components made available for download on the API Service, NVIDIA will require certain personal information such as name and email address. By using the API Service, you understand and acknowledge that your personal information will be collected, used, disclosed, and otherwise processed in accordance with the NVIDIA Privacy Policy located at <https://www.nvidia.com/en-us/about-nvidia/privacy-policy> ("NVIDIA Privacy Policy").

3.2 If you use certain API Services that expressly permit you to provide certain personal data, such as voice input, NVIDIA and its service providers (where necessary to provide the API Services) will collect, record, and use such data to provide you with the API Services and for any other purpose expressly disclosed to you for an API Service, in each case subject to your consent, where required by law.

3.3 NVIDIA will collect the following data, without identifying specific users, to operate and improve the API Services and other products and services: (i) session metrics (e.g., the amount of processing power consumed, type of request made); (ii) error logs and execution logs relating to your session (e.g., whether your request was executed successfully); (iii) your feedback and ranking of specific API Services; and (iv) User Content and Generated Content to improve NVIDIA products and services, including AI models. Your use of the API Services will be logged for security, fraud or abuse monitoring and shared with third party service providers for this purpose.

3.4 The API Service may contain links to third party websites and services. NVIDIA encourages you to review the privacy statements on those sites and services that you choose to visit to understand how they may collect, use and share your data. NVIDIA is not responsible for the privacy statements or practices of third-party sites or services.

3.5 When you obtain third party software and materials delivered by NVIDIA, NVIDIA may also share your registration information and information about your usage, but not your payment method (if any), with the third-party provider. NVIDIA is not responsible for the privacy statements or practices of sites and services controlled by other companies or organizations.

4. Restrictions.

- 4.1 You will not use the API Service for any purpose other than as described in Section 1 above or in any way inconsistent with applicable laws and regulation and the rights of others.
- 4.2 Except as indicated in the Section 1.2 ("[Trial Access Rights](#)") above, you may not copy, sell, rent, sublicense, transfer or distribute or make available to others any portion of the API Service or Generated Content.
- 4.3 Unless expressly permitted by an API Service, you will not upload any personal information relating to an identifiable individual, financial, health or governmental information, or any other information which may be subject to data privacy or data security laws, rules, or regulations. NVIDIA does not represent, and specifically disclaims, that NVIDIA servers are appropriate for processing of any data including personal data, data constituting credit card information subject to Payment Card Industry Data Security Standard or Protected Health Information under Health Insurance Portability and Accountability Act of 1996. Pub. L. 104-191. Stat. 1936, or equivalent laws in other jurisdictions.
- 4.4 You will not reverse engineer, decompile, disassemble, modify, create derivative works, or remove copyright or other proprietary notices from any portion of the API Service.
- 4.5 You will not misuse, disrupt, or exploit the API Service or NVIDIA servers for any unauthorized use, or try to access areas not intended for users.
- 4.6 You must refrain from unsolicited automated bulk communication activities, including unsolicited mass mailings or other form of "spam." Generated messages must not spoof or falsify e-mail addresses, routing information or seek to impersonate any person, entity, or otherwise mislead as to the origin of the content.
- 4.7 You will not distribute malware or facilitate the distribution and propagation of malware.
- 4.8 You will not bypass, disable, or circumvent any technical aspect of the API Service, including, but not limited to, encryption, security, digital rights management, authorization, or authentication mechanism.
- 4.9 You will not violate the security, confidentiality, integrity, and availability of the API Service or any user, network, or system.
- 4.10 You will not perform security testing of the API Service (including probe, scan, or vulnerability test) except if expressly authorized in writing by NVIDIA.
- 4.11 You will not use the API Service to create or distribute to others any defamatory, obscene, pornographic, vulgar, offensive, or violent content.
- 4.12 You will not use (or allow others to use) the API Service including Generated Content to develop or improve products or services that compete with the API Service.

5. AI Ethics. Your use of the API Service must be consistent with NVIDIA's Trustworthy AI terms at <https://www.nvidia.com/en-us/agreements/trustworthy-ai/terms/>.

6. Ownership.

- 6.1 The NVIDIA API Catalog and its contents (excluding User Content), is and will remain the sole and exclusive property of NVIDIA or its licensors, including all related intellectual property rights. Except as expressly granted, NVIDIA and its licensors reserve all rights.
- 6.2 As between you and NVIDIA, you own your User Content.

6.3 A license accompanying an API Service, such as an AI model license or third-party license, may govern the ownership of Generated Content. Unless otherwise stated in an accompanying license, as permitted by law and subject to NVIDIA's or the relevant Service Provider's (as applicable) ownership in any underlying intellectual property, as between you and NVIDIA or the relevant Service Provider (as applicable), you own all Generated Content that may result from your use of an API Service.

7. Feedback. You may, but are not obligated to, provide comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to NVIDIA or its affiliates regarding or related to your use of the API Service ("Feedback"), to NVIDIA or an NVIDIA affiliate. Feedback, even if designated as confidential by you, will not create any confidentiality obligation for NVIDIA or its affiliates. If you provide Feedback, NVIDIA may use it without restriction or compensation to you at NVIDIA's discretion. NVIDIA will not identify you as the source of any Feedback you provide.

8. Updates. NVIDIA may at any time change, discontinue, or deprecate any part, or all, of the API Service, or change or remove features or functionality of the API Service. Additionally, the API Service may be temporarily unavailable, inaccessible, or slow when NVIDIA is performing maintenance or upgrades or at other times including for reasons not within NVIDIA's reasonable control.

9. Components Governed by Other Licenses. The API Service may come bundled with, or otherwise include or be distributed with, components with separate legal notices or terms as may be described in proprietary notices accompanying the API Service or as described in documentation. The components are subject to the applicable OSS Licenses or other license terms, including any proprietary notices, disclaimers, requirements, and extended use rights; except that this Agreement will prevail regarding the use of third-party open source software, unless a third-party OSS License requires its license terms to prevail. Without limiting the foregoing, you are responsible for your compliance with third-party AI model licenses. "OSS License" means any software, data or documentation subject to any license identified as an open source license by the Open Source Initiative (<http://opensource.org>), Free Software Foundation (<http://www.fsf.org>) or other similar open source organization or listed by the Software Package Data Exchange (SPDX) Workgroup under the Linux Foundation (<http://www.spdx.org>).

10. Indemnity. By using the NVIDIA API Service, you agree to defend, indemnify, and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees, and agents from and against any and all claims, disputes, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorney's fees) arising out of or in any way connected with: (a) your use of the API Service in breach of this Agreement, or (b) your User Content. NVIDIA reserves the right in its sole discretion and at its expense, to assume the exclusive defense and control of any such claims, in which case, you agree to cooperate as reasonably requested by NVIDIA in the defense of such claims.

11. Termination.

11.1 If you want to terminate this Agreement, you may do so by stopping your use of the API Service.

11.2 Your right to use the API Service terminates automatically without notice from NVIDIA (a) if you fail to comply with this Agreement, (b) if you engage in illegal or improper use of the API Service, User Content or Generated Content, or (c) if you commence or participate in any legal proceeding against NVIDIA with respect to the API Service and its contents. Additionally, NVIDIA may at any time terminate the availability, or your use, of the API Service.

11.3 Sections 2 through 15 will survive termination or expiration of this Agreement.

12. No Warranties. NVIDIA is providing the API Services, including any Generated Content, “AS IS,” “as available” and “with all faults.” To the maximum extent permitted by law, NVIDIA and its affiliates expressly disclaim all warranties of any kind or nature, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, non-infringement, or the absence of any defects therein, whether latent or patent. No warranty is made on the basis of trade usage, course of dealing or course of trade.

13. Release and Limitation of Liability.

13.1 Release. You hereby release NVIDIA from all damages (whether direct, indirect, incidental, consequential, or otherwise), losses, liabilities, costs, and expenses of any kind, known or unknown, arising out of a dispute between you and a third party, in connection with the API Service. In addition, you waive any applicable law or statute, which says, in substance: “A general release does not extend to claims which the releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which is known by him or her would have materially affected his or her settlement with the released party.”

13.2 Limitation of Liability. To the maximum extent permitted by law, in no event will NVIDIA be liable for (a) indirect, special, incidental, punitive or consequential damages, or (b) damages for the (i) cost of procuring substitute goods, or (ii) lost profits, revenue, use, data or goodwill arising out of or in connection with this Agreement or the use or the performance of the API Service, including in relation to any User Content or Generated Content, whether based on breach of contract, tort (including negligence), strict liability, or otherwise, and even if you have been advised of the possibility of such damages and even your remedies fail their essential purpose. In no event will NVIDIA’s total cumulative liability under or arising out of this Agreement exceed ten dollars (US\$10.00). The nature of the liability or the number of claims or suits will not enlarge or extend this limit.

These exclusions and limitations of liability form an essential basis of the bargain between you and NVIDIA and, absent any of these exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

14. Governing Law; Dispute Resolution.

Read this Section 14 carefully because it requires us to arbitrate any dispute and limits how you can seek relief from NVIDIA.

14.1 Informal Resolution. If you or NVIDIA have any dispute, claim or controversy arising out of or relating to the API Service or this Agreement (“Dispute”), you and NVIDIA agree to work in good faith to resolve the Dispute informally. If you have a Dispute, you must first contact NVIDIA and give NVIDIA an opportunity to resolve it by contacting NVIDIA by mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051 with a copy of the notice emailed to legalnotices@nvidia.com. The notice must include: (1) the name, telephone number, mailing address, and email address of the party seeking arbitration; (2) reasonable detail of the claim, including supporting facts; (3) the remedy sought and a good-faith calculation of the amount in controversy, expressed in United States Dollars; and (4) the original signature of the party making a claim. Either you or NVIDIA may seek to have a Dispute resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or NVIDIA may seek to have a Dispute resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence at any time before an arbitrator is appointed, and you may also bring a Dispute in small claims court in the Superior Court of California, County of Santa Clara.

- 14.2 **Binding Arbitration.** For any Disputes that are not resolved informally or by the small claims court, you and NVIDIA each agree to resolve any such Dispute by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services (“JAMS”) (rules available at <https://www.jamsadr.com/>). To the extent that 20 or more demands for arbitration are filed against NVIDIA by individual claimants represented by either the same law firm or law firms acting in coordination, the JAMS Mass Arbitration Procedures and Guidelines will apply. Except as otherwise provided in this section, all issues are for the arbitrator to decide, including jurisdictional and arbitrability issues and the formation, existence, validity, interpretation, and scope of this arbitration provision. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. You and NVIDIA agree to arbitrate all Disputes, remedies, and requests for relief subject to individual arbitration first, the arbitrator will only determine issues of liability on the merits of any claim asserted, and the arbitrator may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. You and NVIDIA agree that any remaining unresolved Disputes, remedies, or requests for relief may be pursued in court only after the arbitrator’s award has been issued. In any later court proceeding, the arbitrator’s factual findings will not be entitled to deference by the court. Nothing in this Agreement will prevent a party from seeking injunctive or other equitable relief from the courts in any jurisdiction to prevent the actual or threatened violation of that party’s data security, intellectual property rights, or other proprietary rights. If for any reason this Section 14 is unenforceable concerning any Dispute, and a Dispute proceeds in a court of general jurisdiction, the Dispute will be exclusively brought in state or federal court located in Santa Clara County, California.
- 14.3 **Class Action, Representative Action, and Jury Trial Waiver.** All Disputes must be brought by a party in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and NVIDIA agree to waive the right to a jury trial, participate in class action lawsuits, class-wide arbitrations, any collective, consolidated, or other proceeding or request for relief where someone acts in a representative capacity.
- 14.4 **Right to Opt-Out.** You may opt-out of the foregoing jury trial, class action, arbitration, and collective or consolidated proceeding waiver provision by notifying NVIDIA in writing within 30 days of commencement of use of the API Service, within 30 days of your use start date under this Agreement, or within 30 days of any future change NVIDIA may make to this Section 14.4. Such written notification must be sent by mail to NVIDIA Corporation, Attn: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051, with a copy of the notice emailed to legalnotices@nvidia.com, and must include (a) your name, (b) your address, (c) the reference to the API Service as the service to which the notice relates, and (d) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out. Any opt-out notification received after the opt-out deadline or not including the required items noted in (a)-(d) in the preceding sentence will not be valid and you will be required to pursue your Dispute in arbitration or small claims court. Opting out of this dispute resolution procedure will not affect the terms and conditions of this Agreement, which still apply to you. If you opt-out of any future change NVIDIA may make to this Section 14.4, the most recent version of Section 14.4 before the change you rejected will apply.
- 14.5 **Governing Law.** You and NVIDIA each agree that all Disputes will be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United

States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any translation of this Agreement is done for local requirements and, if there is a dispute between the English and any non-English versions, you and NVIDIA agree that the English version of this Agreement will govern to the extent not prohibited by local law in your jurisdiction.

- 14.6 **Severability.** If any portion of this arbitration provision is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this arbitration provision. However, if the Class Action, Representative Action, & Jury Trial Waiver paragraph of this arbitration provision is deemed invalid or unenforceable, then this entire arbitration provision will be deemed invalid and unenforceable with respect to the Dispute you have brought. The terms of this arbitration provision will prevail if there is any conflict between the rules of the applicable arbitration administrator and this section.

15. General.

- 15.1 NVIDIA may assign, delegate, or transfer its rights or obligations under this Agreement by any means or operation of law. You agree that you will not transfer or assign this Agreement or your rights and obligations by any means or operation of law without NVIDIA's permission. Any attempted assignment not approved by NVIDIA in a signed writing will be void and of no effect.
- 15.2 If NVIDIA needs to contact you about the API Services, User Content or Generated Content, you consent to receive the notices by email or through the API Service and agree that electronic notice will satisfy any legal communication requirements. Please direct your legal notices or other correspondence to NVIDIA Corporation, 2788 San Tomas Expressway, Santa Clara, California 95051, United States of America, Attention: Legal Department, with an emailed copy to legalnotices@nvidia.com.
- 15.3 If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by mailing your notice to the attention of the NVIDIA Copyright Agent, NVIDIA Corporation Legal Department, with an address at 2788 San Tomas Expressway, Santa Clara CA 95051 USA in accordance with 17 U.S.C. 512(c)(3). Additional information about NVIDIA's copyright notice and procedures are located at http://www.nvidia.com/object/copyright_claims.html. You acknowledge that if you fail to comply with all of the DMCA requirements, your DMCA notice may not be valid.
- 15.4 You agree to comply with all applicable export, import, trade and economic sanctions laws and regulations, as amended, including without limitation U.S. Export Administration Regulations and Office of Foreign Assets Control regulations. These laws include restrictions on destinations, end-users and end-use.
- 15.5 Regarding the subject matter of this Agreement, the parties agree that (a) this Agreement constitutes the entire and exclusive agreement between the parties and supersedes all prior and contemporaneous communications and (b) any additional or different terms or conditions, whether contained in purchase orders, order acknowledgments, invoices or otherwise, will not be binding and are null and void.
- 15.6 If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

15.7 NVIDIA may update this Agreement from time to time. NVIDIA will publish the new terms at the API Service website. The updated terms will be effective when published. Please review the API Service terms of use on a regular basis. You understand and agree that your express acceptance of the updated Agreement or your use of the API Service after the date of publication will constitute your agreement to the updated Agreement. If you do not agree with the updated terms, you must terminate your use of the API Service.

v. September 19, 2025