

Terms of use

March 2025

Before you scroll...

We know it's tempting to skip Terms of Use, but it is important to explain clearly what you can expect from us as you use our services, and what we can expect from you. This is even more important in the area of Artificial Intelligence when answers to questions cannot be pre-determined.

Thank you for your interest in our artificial intelligence ("AI") solutions. This Terms of Use Agreement ("Terms") governs your use of the website, or service offered by XFinLabs Inc ("we", "us", or XFinLabs), including our website www.xfinlabs.com (including subdomains, such as dev.xfinlabs.com or ai.xfinlabs.com), mobile application ("App"), and services we provide through them (collectively, the website, App, and services are referred to as "Services"). "You" refers to you as a user of the Site.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY AGREEING TO, ACCESSING, OR USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION OF YOUR ACCESS TO OR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY (DEFINED BELOW) (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE. YOUR USE OF THE SITE, AND XFINLAB'S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY XFINLABS AND BY YOU TO BE BOUND BY THESE TERMS.

1. Overview. The Site provides information about XFinLabs and our AI-powered research and analytics platform.
2. Eligibility. By accessing or using this Site, you represent and warrant to us that your access to and use of the Site is in compliance with any and all applicable laws and regulations. If you are accessing the Site on behalf of an entity, organization, or company, then (a) "you" will refer to that entity, organization, or company and (b) the individual accessing or using this Site on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. Licenses

1. **Limited License.** Subject to your complete and ongoing compliance with these Terms, XFinLabs grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.
2. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) use the Site for any illegal purpose or in violation of any local, state, national, or international law; (ii) infringe, misappropriate, or violate any intellectual property rights in or to the Site, including by reproducing, distributing, publicly displaying, or publicly performing the Site and all Materials (defined below) thereon; (iii) make modifications to the Site; (iv) interfere with or circumvent any feature of the Site, including any security or access control mechanism, or interfere with a user's enjoyment of the Site; (v) reverse engineer or otherwise attempt to discover the source code of the proprietary software powering any portion of the Site; (vi) use the Site to develop new products and services (including, without limitation, for developing, training, and fine tuning artificial intelligence and machine learning models) without Brightwave's express written permission, or (vii) use, or permit or facilitate others to use, the Site by automated electronic processes, "robots," "spiders," "scrapers," "webcrawlers," or other computer programs that monitor, copy, or download data or other content found on or accessed through the Site, whether current or archival (except as expressly permitted pursuant to a separate agreement between you and XFinLabs).
3. **Information You Submit.** Over the course of your use of the Site, you may choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site ("Feedback"). Any Feedback that you do provide is done on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant XFinLabs an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free, transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.
4. **Ownership; Proprietary Rights.** The Site is owned and operated by XFinLabs. The visual interfaces, graphics, designs, compilations, data, computer code (including source code or object code), products, software, services, and all other elements of

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5. **Linked Websites.** The Site may contain links to third-party websites. Third-party websites are not under XFinLabs’s control, and XFinLabs is not responsible for their content.
6. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time. You agree to be bound by the most current version of these Terms each time you access or use the Site. Except as expressly permitted in this Section 6, the Terms by which you and we are bound may be amended only by a written agreement signed by authorized representatives of each of you and us. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
7. **Modification of the Site.** XFinLabs reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. XFinLabs will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.
8. **Term and Termination.** These Terms are in effect at all times that you access or use the Site. If you violate any provision of these Terms: (a) you must immediately cease all use of the Site; (b) your rights under these Terms are terminated and you are no longer authorized to access or use the Site; and (c) all definitions and Sections 3(b), 3(c), and 4 through 12 will survive termination.
9. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify XFinLabs and its officers, directors, employees, consultants, affiliates, subsidiaries, licensors, suppliers, and agents (together, the “XFinLabs Entities”) from and against every claim brought by a third party against a XFinLabs Entity, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or related to: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of these Terms or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property or other proprietary right or right of publicity, confidentiality, or privacy; or (d) any dispute or issue between you and any third

party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of the applicable claims.

10. Disclaimers; No Warranties

1. THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. XFINLABS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. XFINLABS DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND XFINLABS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR XFINLABS ENTITIES, OR ANY MATERIALS OR CONTENT MADE AVAILABLE THROUGH THE SITE, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS OR A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND XFINLABS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE OR YOUR ACCESS TO OR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.
3. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. XFINLABS DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT XFINLABS IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

11. Limitation of Liability

1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE XFINLABS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, ANY PORTION OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY XFINLABS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGES.
2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE XFINLABS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO ACCESS OR USE ANY PORTION OF THE SITE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100 USD.
3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Miscellaneous

1. General Terms. These Terms, together with the Privacy Policy available at: [PRIVACY POLICY](#) (the “Privacy Policy”) and any Additional Terms (defined below), are the entire and exclusive understanding and agreement between you and XFinLabs regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the

use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

2. **Governing Law.** These Terms are governed by the laws of the state of California without regard to conflict of law principles that would result in the application of the laws of another jurisdiction. You and XFinLabs submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Orange County, California, for resolution of any lawsuit or court proceeding permitted under these Terms.
3. **Privacy Policy.** Please read the [PRIVACY POLICY](#) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
4. **Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or that you agree to in connection with certain technology or services made available to you by or on behalf of XFinLabs (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
5. **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.
6. **Contact Information.** The Site is offered by XFinLabs Inc., located at 400 Spectrum Center Dr., Suite 1570, Irvine CA 92618. You may contact us by sending correspondence to that address or by emailing us at info@xfinlabs.com
7. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.