

Shorty Terms and Conditions

Thank you for using Shorty Chat AI!

By using the Shorty Chat AI application programming interface, software, tools, data, and documentation (the “Service,”) you agree to these terms (“Terms”). As used in these Terms, “you” or “publisher” means the individual or entity using the Service (and/or any individual, entity or successor entity, agency or network acting on your behalf), “we” or “us” means Deutsch LA, Inc., and its agent, assigns and contractors (“DLA”), and the “parties” means you and DLA. The Terms include our Privacy Policy [include link], and other documentation, guidelines, or policies we may provide in writing.

1. YOU

You represent and warrant that (i) you are at least 18 years of age and have full power and authority to enter into these Terms; (ii) your use of the Service will not violate any applicable law or the rights of any third party; (iii) entering into or performing under these Terms will not violate any agreement you have with a third party or any third-party rights; and (iv) you will provide accurate and complete information to register for an account.

You further agree not to: (i) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Service, (ii) use the Service to develop foundation models or other large scale models that compete with the Shorty Chat AI; (iii) use any method to extract data from the Service, including web scraping, web harvesting, or web data extraction methods, other than as expressly permitted through the Service; (iv) represent that output from the Service was human-generated when it is not; (v) buy, sell, or transfer Service keys without DLA’s prior consent; or (vi) make your access credentials or account available to others outside your organization.

2. YOUR CONTENT

You are responsible for all activities that occur using your credentials. You represent and warrant that you have all the rights to the information, content, data and /or materials provided by you (“Content”) and that none of the Content used with and/or inputted into the Service: (a) infringes, misappropriates or violates any intellectual property rights or proprietary rights of any third parties; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (c) is false, misleading or inaccurate.

3. CONTENT LICENSE

By using the Service, you grant DLA the right to use, modify, adapt, reproduce, distribute, display your Content to the extent necessary to provide, maintain and improve the Service, comply with applicable laws, and enforce our policies.

4. USING OUR SERVICE

You may use the Service only as permitted by these Terms, any documentation provided by us, and any applicable laws. Don’t misuse our Service. [Don’t use the Service to generate content](#)

that is violent, adult, or political, harassing, harmful, hateful, violent, sexual , shocking, criminal or otherwise illegal. You may discontinue your use of any Service at any time by removing the relevant Shorty code from your website or Content.

5. THIRD PARTY SERVICES. Any third party software, services, or other products you use in connection with the Service are subject to their own terms, and we are not responsible for third party products or for your Content.

6. TERMINATION

You may terminate these Terms at any time by removing the Shorty Service code from your website or Content as applicable.

7. CHANGES TO OUR SERVICE; CHANGES TO THESE TERMS

We are constantly changing and improving our Service. We may add or remove functionalities or features of the Service at any time, and we may suspend or stop the Service altogether.

These Terms are our entire agreement relating to your use of the Service and supersedes any prior or contemporaneous agreements on that subject. We may modify these Terms at any time. We will post any modifications to the Terms on this page. Changes are effective immediately. If you don't agree to any modified provisions in these Terms, you'll have to stop using the Service.

8. CONFIDENTIALITY

You may be given access to the Confidential Information of DLA, its affiliates and other third parties in connection with your use of the Service. You may use Confidential Information only as needed to use the Service as permitted under these Terms. You may not disclose Confidential Information to any third party, and you will protect Confidential Information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. Confidential Information means nonpublic information that DLA or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential Information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under these Terms; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to DLA and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

9. PRIVACY

To the extent we use, store, collect or otherwise process your personal data, our privacy policy <https://deutschla.com/privacy> explains how we treat your personal data and protect your privacy when you use our Service. By using our Service, you agree that DLA can use such data in accordance with our privacy policy.

10. SECURITY

You must implement reasonable and appropriate measures designed to help secure your access to and use of the Service. If you discover any vulnerabilities or breaches related to your use of the Service, you must promptly contact DLA and provide details of the vulnerability or breach.

11. INDEMNITY

You agree to indemnify and defend DLA from and against any and all third-party claims and liabilities arising out of or related to your Content, your use of the Service, products or services you develop or offer in connection with the Service, and your breach of these Terms or violation of applicable law.

12. WARRANTIES; DISCLAIMERS

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, WE DO NOT MAKE ANY PROMISES ABOUT THE SERVICE OR [AI IN GENERAL](#). FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTION OF THE SERVICE, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS OR THE ACCURACY OF THE OUTPUT OF THE SERVICE. WE PROVIDE THE SERVICE "AS IS". TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. WE EXPRESSLY DISCLAIM THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND FOR THE SAKE OF CLARITY, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, PRECISE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK.

13. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY OBLIGATIONS AND/OR PROPRIETARY INTERESTS RELATING TO THESE TERMS, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THESE TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) EACH PARTY'S AGGREGATE LIABILITY UNDER THESE TERMS IS LIMITED TO US\$10.00. Each party acknowledges that the other party has entered into these Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

14. MISCELLANEOUS

Assignment. You may not assign or transfer any of your rights under these Terms.

Independent Contractors. The parties are independent contractors and these Terms do not create an agency, partnership, or joint venture.

No Third-Party Beneficiaries. Other than as expressly stated herein, these Terms do not create any third-party beneficiary rights.

No Waiver. The failure of either party to enforce any provision of these Terms will not constitute a waiver.

No Class Actions. Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

Severability. If it turns out that a particular provision of these Terms is not enforceable, the balance of these Terms will remain in full force and effect.

Governing Law; Venue. All claims arising out of or relating to these Terms or the Service will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Los Angeles County, California, USA, and you and DLA consent to personal jurisdiction in those courts.

Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.