

Terms of Use - Mind Rockets Inc., Production API

Any other written agreement between the parties has priority over, but defaults to, these general Terms of Use.

Mind Rockets Inc., Production API (“PAPI” or the “Service”) is an online text-to-sign language service enabling customers to convert text to visual files of Sign Language output using a web-based API and is owned and operated by Mind Rockets Inc., (“Mind Rockets Inc.”), registered in the British Virgin Islands and registered in the Commercial Register in the territory of the British Virgin Islands under No. 1908799 having its place of business and main office at first registered office of the Company is at Craigmuir Chambers, Corporate Services Limited, P.O. Box 71, Road Town, Tortola, VG 1110.

This agreement is an agreement between you (either an individual person or a single legal entity, who will be referred to in this agreement as “you”, the “customer”, or the “user”) and Mind Rockets Inc., for the Mind Rockets Inc., online voice or text-to-sign language service, including the user web interface (“Web Interface”), associated media, printed materials, and electronic documentation (the “Service”).

The Service also includes any software updates, add-on components, services and/or supplements that Mind Rockets Inc., may provide to you or make available to you or that you obtain from the use of features or functionality of the Service, after the date you obtain your initial right to use the Service to the extent that such items are not accompanied by a separate license agreement or terms of use. By accessing or otherwise using the Service, you agree to be bound by the terms of this agreement.

GRANT OF USE & LICENSE

The Service and the resulting visual streams are protected by intellectual property laws and treaties. Access to the Service and the visual streams is licensed, not sold. You may use the Service when entering into this agreement for personal use only. All rights not expressly granted are reserved by Mind Rockets Inc., You are not allowed to store any visual data and visual data may not be reused in any way. Mind Rockets Inc., reserves the right to revoke this license if this agreement is breached in any way.

Subject to liability, reproduction of the avatar, signs, interpretation, saving the output into any media form is not allowed under liability by Distributor, Customer or any other third party, and prior approval of the Client should be obtained before using it.

The Parties understand and agree that the Product is provided as is and with the following disclaimer, (The information contained and interpretations of the Project are of a general nature, and the Client will not assume any responsibility for errors or omissions in the content. In no event shall the Client be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, with in an action of contract, negligence or other tort, arising out of or in connection with the use of the Project or the content of the Project. The Client reserves the right to make additions, deletions, or modifications to the content of the Project at any time without a prior written notice).

The Distributor will:

- not use any Intellectual Property owned by Mind Rockets Inc., of the Products and its Affiliates or any Trade Mark as, or as part of, any corporate, domain or business name unless agreed to in writing in advance by the Client;

- not use or register any trade mark, design, domain name or logo which is identical or confusingly similar to any trade marks of the Products;
- not take or authorise any action whereby the Intellectual Property will or might be jeopardised or invalidated and the Distributor acknowledges that it has no rights in the Intellectual Property;

FEES & CHANGES

When you initially sign up for the Service, you can, if agreed, be granted a limited amount of Trial Credits to test the Service for internal noncommercial use and evaluation before you purchase API Credits. You pay for API Credits in accordance with the signed Mind Rockets Inc., Order Confirmation or in special situations, from within the Web Interface, and they are available in different “buckets”. The API Credits need to be consumed within 12 months of purchase. API Credits are nonrefundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for unused API Credits after they have expired. All fees (except for VAT, which is included) are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Mind Rockets Inc., may introduce changes to the Service as long as such changes do not materially change the functionalities of the Service. Customers that have not yet purchased API Credits acknowledge that the Service is provided free of charge and, accordingly, Mind Rockets Inc., reserves the right from time to time to modify or discontinue, temporarily or permanently, the Service or your use of the Service with or without notice.

An API Credit is defined as one character (excluding whitespace), and the amount of API Credits of a transaction is calculated from the total amount of characters after the text has passed any pronunciation dictionary entries the customer may have added.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Internet Access, Traffic Charges, and Bandwidth Consumption

You will not be able to exercise your full rights to the Service unless you have Internet access. All traffic charges or access charges incurred due to the use of the Service are subject to your normal terms with your service providers.

LIMITATIONS ON THE USE OF THE SERVICE

The intended use of the Service is to make it possible for you to convert text into visual files consisting of spoken output from an automatic text-to-sign language engine.

When using the Service, you agree not to;

- i. use the Service for any illegal or unauthorized purpose,
- ii. violate any laws or regulations (including but not limited to copyright laws),
- iii. broadcast produced visual files over radio or television networks,
- iv. modify, adapt or hack the Service or the Software or modify another website so as to falsely imply that it is associated with the Service, Mind Rockets Inc., or any other Mind Rockets Inc., service,

- v. reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by mandatory law,
- vi. reproduce, reengineer, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Mind Rockets Inc.,
- vii. transmit or inject any worms or viruses or any code of a destructive nature within or in relation to the use of the Service,
- viii. produce Visual or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material or content of any kind or nature,
- ix. transmit or post any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation, or
- x. using extracted parts or segments of the produced visual files in any form of computer program.

YOUR RESPONSIBILITY

You agree to be solely responsible for the use of the Service and any produced Visual data created using the Service.

SUPPORT

Technical support via email and phone is provided to paying customers only.

TERM & TERMINATION

You are solely responsible for properly canceling your account. You may cancel your account by sending an email to info@MindRocketsInc.com, where you shall give the email address that you used when creating the account (login). This email has to be sent from the registered email address for verification purposes. If you cancel the Service before you have used all API Credits, your cancellation will take effect at the expiration date of such API Credits and you will not be charged again. The termination of the Service will result in the deactivation or deletion of your account or your access to your account. Mind Rockets Inc., may terminate this agreement at any time by giving not less than three (3) months' notice of termination. Fees paid and pertaining to the period after such termination will be refunded. Without prejudice to any other rights, Mind Rockets Inc., may terminate this agreement immediately if you fail to comply with this agreement after given formal notice. In such event, you must discontinue the use of the Service. Mind Rockets Inc., reserves the right to refuse service to anyone for any reason at any time.

INTELLECTUAL PROPERTY RIGHTS

All title and intellectual property rights related to the Service are owned by Mind Rockets Inc., or its suppliers. This Agreement does not grant you any rights in connection with any trademarks or service marks of Mind Rockets Inc., All title and intellectual property rights in and to content handled by the use of Service is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This agreement grants you no rights to use such content and you agree to hold Mind Rockets Inc., harmless from any losses, costs, or damages incurred or suffered as a result of any use, distribution, etc. of such content.

By agreeing to these Terms of Use, you also grant Mind Rockets Inc., a perpetual, non-restricted, and royalty-free license to use any pronunciation dictionary entry you may have added to the Service.

LIMITED WARRANTY

Mind Rockets Inc., does not warrant that the Service will be uninterrupted or error-free. Mind Rockets Inc., warrants that the Service will perform in accordance with the descriptions available at www.MindRocketsInc.com. Any supplements or updates to the Service, including without limitation, any (if any) service packs or hotfixes provided to you, are not covered by any warranty or condition, express, implied, or statutory. Your exclusive remedy for any breach of this agreement is as set forth below. You are not entitled to any damages, including but not limited to consequential or indirect damages, if the Service does not meet Mind Rockets Inc.'s Limited Warranty. Mind Rockets Inc.'s entire liability and your exclusive remedy shall be, at Mind Rockets Inc.'s option from time to time, (a) an extension of the term or (b) repayment of part of the paid fee pertaining to the period during which the Service malfunctioned or was not available. This Limited Warranty is void if failure of the Service has resulted from accident, abuse, misapplication, abnormal use, or a virus. To the maximum extent permitted by applicable law, Mind Rockets Inc., provides the Service AS IS AND WITH ALL FAULTS and hereby disclaims all other warranties and conditions.

INDEMNIFICATION

You agree to indemnify and hold Mind Rockets Inc., its subsidiaries, affiliates, officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, the violation of this agreement, or the infringement by you of any intellectual property or other right of any person or entity.

NOTICES

Notices to you may be provided at any time by posting on the Mind Rockets Inc., website (www.mindrocketsinc.com), via email to your registered email address, or through the Web Interface itself.

ENTIRE AGREEMENT

This agreement, together with the relevant terms regarding the version of the Service subscribed to and as displayed at www.MindRocketsInc.com, is the entire agreement between you and Mind Rockets Inc., relating to the Service.

APPLICABLE LAW

This agreement is governed by the laws of the Hashemite Kingdom of Jordan. Any dispute, controversy, or claim arising out of or in connection with this agreement or the breach, termination, or invalidity thereof shall be submitted to the courts of Amman centre (Qasr Al Adel)