



## Cerebras Systems Inc. Terms of Use

Effective August 27, 2024

These Terms of Use (the “Terms”) apply to your use of: (1) the websites located at [www.cerebras.net](http://www.cerebras.net), [cloud.cerebras.ai](http://cloud.cerebras.ai), [inference.cerebras.ai](http://inference.cerebras.ai), [api.cerebras.ai](http://api.cerebras.ai), and related sites (collectively, the “Site”); (2) Site Content; (3) Cerebras’s online, mobile-enabled or digital services, including our training-as-a-service product and the inference-as-a-service product, each as accessed through the APIs, and any related software and documentation, and including the conversational interface available at the Site (the “Chatbot” and, collectively, the “Service”); and (4) the content provided to or by, or otherwise created in connection with, the Service, including the User Content and Outputs (collectively, “Service Content”). For clarity, these Terms do not govern Cerebras’s provision of hardware or software in connection with such hardware, which are governed by other terms and conditions. Cerebras Systems Inc. and its subsidiaries and affiliates (collectively “Cerebras”, “we”, “our” or “us”) own and maintain the Site and the Service. “You” and “Your” refers to any individual who accesses or uses the Site (“User”) and any entity on whose behalf any such individual may be acting (such entity, a “Business” and such individual, a “Business User”). PLEASE READ THESE TERMS CAREFULLY. ACCESSING OR USING THE SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE, THE SERVICE OR ANY MATERIALS FROM IT.

### Account Registration and Access.

User Accounts. You must be at least 13 years of age or the minimum age of digital consent required in your country to register for an account on the Service (“User Account”). You agree (a) to only provide accurate and current information about yourself, (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in your User Account profile to keep it accurate so that we can contact you, and (d) that you are fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are a Business User (as detailed below). Your User Account gives you access to certain services and functionalities that we may, in our sole discretion, establish and maintain as part of the Service from time to time.

Business Accounts. If you are a Business User, you represent and warrant that you have the power to bind the Business associated with your User Account, and you hereby agree on that Business’s behalf to be bound by these Terms, with the terms “you” and “your” applying to you, that Business and other Users accessing the Service on behalf of that Business. Without limiting the generality of the foregoing, if an individual opens a User Account using an email address associated with or provisioned by a Business, or if a Business pays fees due in connection with an individual’s access to or use of the Service (or reimburses an individual for payment of such fees), then we may, in our sole discretion, deem such individual to be a Business User accessing and using the Service on behalf of that Business.

Account Security. You shall keep your User Account password(s) and any other authentication credentials secure, and you shall not share your password(s) or any other authentication credentials with anyone else, or otherwise transfer your User Account to anyone else. You are solely responsible for the activity that occurs on your User Account. We will not be liable for, and expressly disclaim liability for, any losses caused by any unauthorized use of your User Account and/or any changes to your User Account, including without limitation, changes made by any Business User with administrator-level access to your User Account.



Account Termination and Service Changes. You may deactivate your User Account at any time. Cerebras reserves the right to modify or discontinue your User Account or your use of the Site at any time for any reason or no reason at all. We may, with or without prior notice, change the Service, stop providing the Service or features of the Service to you or to Users generally or create usage limits for the Service.

**Use of Site Content.** Cerebras authorizes you to view, use, and download materials from the Site (“Site Content,” which does not include Service Content) only for your personal, non-commercial use. You may not modify the Site Content in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose, without the express written permission of Cerebras. For purposes of these Terms, any use of the Site Content on any other website, mobile application, or networked computer environment for any purpose is prohibited. The Site Content is copyrighted and any unauthorized use of any Site Content may violate copyright, trademark, and other laws. The trademarks logos and service marks (collectively, “trademarks”) displayed in the Site Content are the registered and unregistered trademarks of Cerebras and, where applicable, of third parties. Nothing contained in these Terms or on the Site should be construed as granting any license or right, by implication, estoppel or otherwise, in or to such trademarks. The foregoing provision does not apply to the Service or Service Content, which are governed by the Intellectual Property provisions below.

### **Intellectual Property**

Ownership of the Site and Service. Cerebras exclusively owns all right, title and interest in and to the Site and the Service and all related intellectual property thereof. Cerebras may grant you the right to use infrastructure on which you access or otherwise use third-party models or data. Such models and data are owned and provided by the relevant third-party provider and are governed under their own terms and conditions, as agreed to by you and the relevant third-party provider (“Third-Party Model Terms”). In the case of any conflict between this Agreement and such Third-Party Model Terms with respect to the third-party model or your use thereof, such Third-Party Model Terms govern.

Your Data, Prompts and Other User Submissions. With respect to your use of the Service through the Chatbot, Cerebras disclaims any ownership rights over the User Content. With respect to your use of the Service through the APIs, ownership of the material, information or other communications you transmit or post to the Site or Service, including any inputs you pass into the Service (“Prompts”) (collectively, “User Content”) is governed by the Third-Party Model Terms, and as between you and Cerebras, Cerebras claims no ownership rights over the User Content. We have the right (but not the obligation) to remove any User Content or Output, in our sole discretion, and have no obligations with respect to such User Content.

Model Output Usage. With respect to your use of the Service through the Chatbot, Cerebras disclaims any ownership rights over the Output. With respect to your use of the Service through the APIs, ownership of the output you receive from the Service (“Output”) is governed by the Third-Party Model Terms, and as between you and Cerebras, Cerebras claims no ownership rights over the Outputs. You shall not (i) represent that Output was human-generated, (ii) violate any of the model provider’s license and usage restrictions or (iii) violate applicable law in connection with the use of the Output. You are solely responsible for your use of the Outputs. You shall not use infringing Outputs after you become aware of such infringement. You acknowledge and agree that your use of the Service and the Output does not transfer to you ownership of any intellectual property rights in the Service.

License. Subject to your compliance with these Terms and any documentation we may make available to you, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, worldwide



and freely revocable right to access and use the Service, solely for your personal use or business purpose, as applicable, strictly as permitted by the features of the Service. As part of the Service, Cerebras may provide you with certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools or other software as applicable (collectively, "APIs"). Subject to these Terms and to any limitations on use of the APIs specified in the documentation for such APIs, we grant to you a non-exclusive, limited, non-transferable, non-sublicensable, worldwide, freely revocable right and license to (a) use the APIs to develop, test and support your applications, (b) distribute or allow access to your integration of the APIs within your applications to end users of such applications and (c) display the Outputs received from the APIs within your application, provided that you have a valid API key. We reserve all rights not expressly granted herein in and to the Service.

#### **Acceptable Use Policy.**

Acceptable Use. The Site and Service is available for access and use by you solely for lawful and permitted purposes, in accordance with these Terms.

Restrictions. You shall not do, and shall not assist, permit or enable any third party to do, any of the following:

- Disassemble, reverse engineer, decode or decompile any part of the Service;
- Modify any document or other content that appears on the Site, except for modifications to Outputs in accordance with these Terms;
- Use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Service in a manner that sends more request messages to the servers running the Service than a human can reasonably produce in the same period of time by using a conventional online web browser, except for use of the APIs in accordance with the documentation therefor;
- Use any content available on or via the Service (including any Output, caption information, keywords, or other metadata) in a way that violates Third-Party Model Terms;
- Buy, sell or transfer API keys without our prior written consent in each case;
- Attempt to defraud, deceive or impersonate any other person or entity, misrepresent your affiliation with a person or entity, hide or attempt to hide your identity, or otherwise use the Service for any invasive or fraudulent purpose;
- Copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Service or any of our intellectual property, including, without limitation by any automated or non-automated "scraping;"
- Take any action that imposes, or may impose (as determined by us, in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- Use the Service in any manner or for any purpose that (i) violates, or promotes the violation of, any applicable law, contractual obligation, or right of any person, including, but not limited to, intellectual property rights, privacy rights, and/or rights of personality, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against any individual or group, or (iv) otherwise may be harmful or objectionable (in our sole discretion) to us or to our providers, our suppliers, Users, or any other third party;



- Post or transmit to or from the Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law;
- Intentionally make the Service generate Outputs that infringe intellectual property rights, third-party rights or applicable law;
- Use or display the Service in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Service, or otherwise to our detriment or disadvantage;
- Access any content available on or via the Service through any technology or means other than those provided by the Service or authorized by us;
- Bypass the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or any portion thereof;
- Attempt to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from, the servers running the Service;
- Use the Service to transmit spam, chain letters, or other unsolicited email;
- Use the Service for any commercial solicitation purposes;
- Transmit invalid data, viruses, worms, or other software agents through the Service;
- Collect or harvest any personal information, including Users' names, from the Service; or
- Identify or refer to us or to the Service in a manner that could reasonably imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our prior express written consent.

Any action by you that we determine, in our sole discretion, violates these Terms is prohibited.

**Third-Party Services.** When you use the Site, you may also be using the services of one or more third parties, such as an internet service provider, wireless carrier, model provider, or mobile platform provider (collectively and individually, "Third-Party Services"). You acknowledge and agree that your use of these Third-Party Services may be subject to the separate policies and terms of use, including the Third-Party Model Terms or data usage and other fees and requirements, of one or more third parties. Any fees and/or other liabilities associated with the use of such Third-Party Services are solely your responsibility.

**Links To Other Websites.** Links to third-party websites on the Site are provided solely as a convenience to you. If you use these links, you will leave the Site. Cerebras has not reviewed these third-party sites, and does not control, and is not responsible for, any of these sites or their content. Cerebras does not endorse or make any representations about them, or any information, products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party sites linked to the Site, you do this entirely at your own risk.

#### **Data Usage and Privacy.**

Monitoring of Service Content. We reserve the right to use Service Content to provide the Service to you, comply with applicable law and enforce these Terms. For clarity, the foregoing does not grant Cerebras the right to use Service Content for the purpose of training or fine-tuning models.



**Usage Data.** We may collect, or you may provide to us, diagnostic, technical, usage or related information (collectively, "Usage Data"). Such Usage Data excludes User Content and Outputs. All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including intellectual property rights), title and interest in and to the same. We may use, maintain or process the Usage Data or any portion thereof for any lawful purpose, including without limitation to (a) provide and maintain the Service; (b) improve our products and services (including the Service); (c) develop new products, services or features, (d) monitor your usage of the Service; (e) to conduct research or analytics, including without limitation, data analysis, identifying usage trends or customer research; and (f) share analytics and other derived Usage Data with third parties, solely in de-identified or aggregated form.

**Feedback.** To the extent you provide us any suggestions, recommendations or other feedback relating to the Site, Service or any other Cerebras products or services (collectively, "Feedback"), you hereby assign to us all rights (including intellectual property rights), title and interest in and to the Feedback. We are free to use the Feedback and any ideas, know-how, concepts, techniques or other intellectual property contained in the feedback, without providing any attribution or compensation to you or to any third party, for any purpose whatsoever.

**Privacy.** Notwithstanding the foregoing, personally identifiable information that you transmit or post to the Site or the Service for the purpose of receiving services will be handled in accordance with our Privacy Policy and Data Processing Agreement, as applicable.

**Payment.** Certain aspects of the Service may be provided for free, while certain other aspects of the Service or products available on the Service may be provided for a fee or other charge ("Fee"). You will pay to Cerebras all Fees charged to your User Account according to the prices and terms on the applicable pricing page, or as otherwise agreed in writing. We may add new products or services for additional Fees, add or amend Fees for existing products or services, or discontinue offering any subscriptions at any time, in our sole discretion. Except as may be expressly stated in these Terms or in the applicable pricing page, all Fees must be paid in advance, and you authorize Cerebras and its affiliates, and its third-party payment processors, to charge your payment method, or initiate automated clearing house ("ACH") transfers from the US bank account designated by Customer ("Designated Payment Account"), for the applicable Fees and Taxes. In the event that you choose to pay through ACH transfers, you will be responsible for all costs, expenses or other fees and charges incurred by Cerebras as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the Designated Payment Account or otherwise. Payment obligations are non-cancelable once incurred, and Fees paid are non-refundable. Cerebras may suspend your access to the Services immediately upon notice if you fail to pay any Fees at least five (5) days past the applicable due date. All amounts payable hereunder are exclusive of any sales, use or other taxes or duties, however designated (collectively, "Taxes"). You will be solely responsible for payment of all Taxes.

**Limitation of Liability.** YOUR USE OF THE SITE, SERVICE (INCLUDING ANY THIRD-PARTY SERVICES) AND ANY CONTENT ON, OR AVAILABLE THROUGH, THE SITE OR SERVICE (INCLUDING ANY OUTPUTS) IS AT YOUR OWN RISK. IN NO EVENT WILL CEREBRAS, ITS LICENSORS OR SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE OR SERVICE, ANY WEBSITES LINKED TO THE SITE OR SERVICE, OR THE MATERIALS OR



INFORMATION THROUGH ANY OR ALL SUCH SITES OR THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE SITE OR SERVICE, OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION, INTERRUPTIONS IN TELECOMMUNICATIONS OR AS A RESULT OF COMPUTER VIRUSES, MALWARE OR OTHER MALICIOUS CODES, FILES OR PROGRAMS, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE OR OF THE SERVICE. CEREBRAS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF (A) \$100 OR (B) THE FEES PAID TO CEREBRAS FOR YOUR USE OF THE RELEVANT SERVICE IN THE 12 MONTHS BEFORE THE DISPUTE. IF YOUR USE OF THE MATERIALS OR INFORMATION FROM THE SITE OR SERVICE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Disclaimer.** THE SERVICE, INCLUDING ANY THIRD-PARTY SERVICES, AND THE MATERIALS PROVIDED AT THE SITE AND THROUGH THE SERVICES, INCLUDING THE OUTPUTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. CEREBRAS DOES NOT WARRANT THAT YOUR USE OF THE SITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THE ACCURACY AND COMPLETENESS OF THE MATERIALS AT THE SITE OR PROVIDED BY THE SERVICE, INCLUDING THE OUTPUTS. CEREBRAS MAY MAKE CHANGES TO THE SERVICE AND THE MATERIALS AT THE SITE AT ANY TIME, WITHOUT NOTICE. THE MATERIALS AT THE SITE MAY BE OUT OF DATE, AND CEREBRAS MAKES NO COMMITMENT TO PROVIDE YOU SUPPORT OF ANY KIND FOR, OR TO UPDATE, THE SERVICE OR THE MATERIALS AT THE SITE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**Indemnification.** You agree to indemnify, defend and hold Cerebras and each of its officers, directors, employees, agents, representatives, partners, suppliers, and licensors harmless from and against all actions, claims, or demands, and all losses, damages, liabilities, fees, fines, penalties, costs, and expenses (including without limitation attorneys' fees and legal costs) arising from or relating to (a) your breach or violation of these Terms; (b) any content (including Prompts and Outputs) you transmit or make available through the Site or your User Account, including without limitation, any misleading, false or inaccurate information; (c) your access to or use of the Service, including your use of any Output; (d) your violation of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (e) your violation of applicable law; (f) your willful misconduct; or (g) any third party's access to or use of the Service with your username(s), password(s) or other authentication credential(s).

**Dispute Resolution.**

General. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. EXCEPT AS THESE TERMS OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION. These dispute resolution provisions apply to and govern any dispute, controversy or claim between you and us that arises out of or relates to, directly or indirectly: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity and enforceability thereof; (b) access to or use





of the Site or Service, including receipt of any advertising or marketing communications; (c) any transactions through, by or using the Site or Service; or (d) any other aspect of your relationship or transactions with us, directly or indirectly, as a User (each, a “Claim,” and collectively, “Claims”). These dispute resolution terms will apply, without limitation, to all Claims that arose or were asserted before or after your consent to these Terms.

**Dispute Resolution Process.** For any Claim, you will first contact us at customers@cerebras.ai and attempt to resolve the Claim with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve such Claim exclusively through binding arbitration by JAMS before a single arbitrator (the “Arbitrator”), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “Rules”), except as provided herein. In the event of any conflict between the Rules and these dispute resolution terms, these dispute resolution terms will control. The arbitration will be conducted in Santa Clara County, California, unless you and Cerebras agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing and administrative fees and Arbitrator fees in accordance with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert or other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; and (b) the award rendered by the Arbitrator may include your costs of arbitration, your reasonable attorneys’ fees, and your reasonable costs for expert or other witnesses. Any judgment on the award rendered by the Arbitrator may be entered in any court of competent jurisdiction.

**Exceptions to Arbitration.** Notwithstanding anything to the contrary herein, in lieu of arbitration, (a) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve you of your commitment to engage in the informal dispute resolution process; and (b) you or Cerebras may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

**Export Controls.** You acknowledge that the Service is subject to applicable export control and trade sanctions laws and regulations (collectively, “Export Controls”), including without limitation those of the United States (e.g., the sanctions administered by the Office of Foreign Assets Control (“OFAC”) (31 CFR part 500 et seq.) and the Export Administration Regulations (“EAR”) (15 CFR part 730 et seq.)). You agree to abide by Export Controls. You confirm that you are not a restricted or sanctioned party on a BIS or OFAC restricted party list. If you are a Business User, you confirm that the Business is not owned 50 percent or more by one or more parties on the OFAC Specially Designated National or Sectoral Sanctions Identifications Lists, as they may be amended from time to time.

**Waiver.** Enforcement of these Terms is solely at Cerebras’s discretion. Any non-enforcement by Cerebras does not constitute a waiver of its rights to enforce in future instances.

**Termination.** If you breach any of these Terms, your authorization to use the Site and the Service automatically terminates and you must immediately destroy, and, upon request, certify to Cerebras that you have destroyed, any downloaded, printed or otherwise locally stored materials. Any terms or conditions that by their nature should survive termination or expiration of these Terms will survive, including the terms and conditions relating to payment of Fees and Taxes, proprietary rights, technology restrictions, disclaimers, indemnification, limitations of liability, dispute resolution, termination and the general provisions below.



## **General.**

Applicable Laws. The Site and Service is administered by Cerebras from its offices in California. Cerebras makes no representation that materials accessed through the Site or Service are appropriate or available for use outside the United States. If you choose to access the Site from outside the United States, you are responsible for compliance with applicable local laws. These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws.

Modification to the Terms. Cerebras may revise these Terms at any time, without notice, and any revisions will be effective when posted to the Site. Your use of the Site, Service or any materials at the Site or through the Service after the posting of such revised terms will be deemed your acceptance of, and agreement to be bound by, the revised terms. If you do not agree to the revised terms, you must stop using the Site and/or the Service. Certain provisions of these Terms may also be superseded by expressly designated legal notices or terms located on particular pages at the Site.

Severability. If a court of competent jurisdiction determines that any provision of these Terms is invalid, illegal or otherwise enforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these Terms will remain in full force and effect.

Contact. If you have any questions about these Terms or the Site or Service, please contact us at [support@cerebras.ai](mailto:support@cerebras.ai).

The date at the top of these Terms indicates when they were last updated.