

Article 1 - Scope

Capitalized terms have the meaning assigned to them in this Agreement or, failing that, as defined in the Infomaniak Glossary available on Infomaniak's Website.

These Special Conditions apply without restriction or reservation to the LLM API (hereinafter referred to as the "API"). They complement and shall prevail over the General Terms of Use (hereinafter referred to as the "GTU") in the event of any contradiction between these documents.

In accordance with the GTU and under the terms set out therein, these Special Conditions may be amended to reflect legal, jurisprudential, or technical developments.

Article 2 - Service Overview

2.1 Description and Objectives

Infomaniak offers a range of APIs based on artificial intelligence (AI). This offering is scalable and aims to provide Clients with the means to integrate these technologies into their projects.

2.2 Service Access

Any administrator of an organization can manage access to the APIs.

Access to the APIs is provided via an API key generated through the Infomaniak Administration Console.

The use of the APIs must comply with the technical documentation provided by Infomaniak: <https://developer.infomaniak.com/docs/api>.

Article 3 - Access and Usage Conditions

The APIs are billed based solely on consumption. No fixed fee is charged for their use.

Consumption is measured based on the type of API usage. For example:

- **Chat-type API:** Length of the prompts sent to the API and length of the responses returned;
- **Audio transcription API:** Duration of the processed file;

- **Embeddings generation API:** Number of processed requests.

Article 4 - User Responsibilities

The Client agrees to:

- comply with applicable laws and the GTU;
- verify the quality, relevance, and accuracy of generated content;
- adopt responsible practices to avoid abnormal service overloads;
- immediately report any technical issues to Infomaniak.

Disclaimer: Infomaniak cannot be held liable for content generated via its APIs.

Article 5 - Provider Responsibilities

Infomaniak commits to continuously improving the quality and performance of its APIs and to maintaining a 99.9% service availability level.

Infomaniak agrees to inform the Client in the event of:

- service unavailability,
- scheduled maintenance,
- API deprecation.

Model Lifecycle:

- Each model is associated with a category.
- A model may be replaced without prior notice, provided the Client's use is not affected.

- When a model is replaced:
 - Infomaniak notifies the Client via email.
 - The model remains available for 30 days under its explicit name (e.g., “llama33”) to facilitate migration.
- A category cannot be replaced without prior notice from Infomaniak.
- When a category is replaced:
 - Infomaniak notifies the Client via email.
 - The category remains available for 90 days under its current name (e.g., “chat”) to facilitate migration.

Timelines are available on the product pages and may also be communicated via API responses.

Article 6 - Data Management

Infomaniak does not permanently collect any information transmitted by the Client during API usage, except for data necessary for billing and the proper functioning of the service.

Some data is stored temporarily for the duration necessary to process the Client's request.

Infomaniak explicitly states it does not use transmitted data (prompts, response content) to train its own AIs or to exploit the data in any other way.

Data Collected for Operational Purposes:

- Client ID
- Number and processing time of requests
- Request timestamps
- Metadata (size, format, duration, number of pages, etc.)

Article 7 - Intellectual Property

Infomaniak respects the licenses associated with the AI models it uses.
Infomaniak shall not be held liable for the use of open-source models that have been trained on copyrighted data without authorization.

Article 8 - Limitations and Warnings

The Client is informed of the risks related to the use of generative AI via the APIs, including:

- generation of inaccurate, biased, or erroneous content;
- generation based on data potentially subject to intellectual property rights.

Infomaniak disclaims all liability regarding the Client's use of its APIs.

Review of 13/02/2024