

VIVA PROHIBITED USE POLICY

Last Updated: August 26, 2024

This Prohibited Use Policy (“**Policy**”) supplements the Viva Terms of Service and applies to your access and use of our Services, Inputs you provide to the Services, and your use of Outputs you create through the Services (including your use outside our Website and our Services). Defined terms used in this Policy have the meanings set forth in the Viva Terms of Service.

Prohibited Uses of the Services

You may not:

- a) Use our Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates the Viva Terms of Service or this Policy or is threatening, fraudulent, or harmful in any way.
- b) Sell or resell our Services.
- c) Sell, resell, rent, lease, loan, assign, distribute, perform, license, sublicense or commercially use or exploit any Output (or any portion thereof) generated using our proprietary AI model on a standalone basis for any purpose.
- d) Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Services except in accordance with instructions contained in our robot.txt file and only to compile for search results.
- e) Modify our Services, remove any proprietary rights notices or markings associated with Output or our Services, or otherwise make any derivative works based upon our Services.
- f) Use or attempt to use another user’s account or information without authorization from that user and us.
- g) Use our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying our Services or that could damage, disable, overburden, or impair the functioning of our Services in any manner.
- h) Reverse engineer any aspect of our Services or do anything that might discover or reveal source code, or bypass or circumvent (A) measures employed to prevent or limit access to or use of any part of our Services or (B) restrictions aimed at deterring or preventing uses of the Services that violate this Policy.
- i) Intentionally drive our proprietary AI model to act in a manner that contravenes this Policy or our Terms of Service.
- j) Develop or use any applications or software that interact with our Services without our authorization (such as through our APIs).

- k) Use any part of our Services or their Output to research and develop products, models and services that compete with Viva, including without limitation machine learning models or related technology.
- l) Use any part of our Services or their Output as input for any machine learning or artificial intelligence technology that is not provided to you by us.
- m) Use any part of our Services or their Output as part of a dataset that may be used for training, fine-tuning, developing, testing or improving any machine learning or artificial intelligence technology.

Prohibited Content and Activities

We further prohibit the use of our Services, such as driving our artificial intelligence systems, to generate the following content or to engage in the following activities:

1. **Illegal or regulated content or activities.** This includes:
 - a) **Intellectual property infringement:** Content that infringes, misappropriates, or otherwise violates another party's intellectual property rights.
 - b) **Privacy violations:** Content that violates another party's privacy rights, as defined in applicable law, including the illegal use of someone's voice.
 - c) **Illegal goods or substances:** Content that promotes or facilitates transactions in illegal drugs, weapons, or other dangerous materials.
 - d) **Illegal services:** Content that promotes or facilitates illegal services such as human trafficking or sexual services.
 - e) **Pharmaceuticals:** Advertisements for medical devices, services, or pharmaceutical products without our prior written approval.
 - f) **Medical misinformation or automated medical decisions:** Content that makes misleading claims of expertise or capability particularly in areas of medicine or health or makes automated decisions that affect individual rights without our prior written approval.
2. **Fraud and abuse content or activities.** This includes:
 - a) **Fraud and deception:** Content that manipulates, defrauds, or deceives others for money or property, including financial, identity, or rewards scams.
 - b) **Unauthorized access:** Content designed to compromise security or gain unauthorized access to computer systems or networks, including spoofing or social engineering.
 - c) **Impersonation:** Unauthorized use of another person's identity for harmful, non-satirical purposes, including unauthorized sexualization or automated calls.
 - d) **Spam:** Content that promotes or facilitates the distribution of spam.

3. **Violent or harassing content or activities, including threats to child safety.** This includes:
- a) **Violent threats:** Content that threatens, incites, or promotes violence against an individual or group.
 - b) **Hate speech:** Content that targets individuals or groups with hate, harassment, discrimination, or violence based on protected characteristics, including race, national or ethnic origin, religion, age, sex, gender, sexual orientation, or physical ability.
 - c) **Harassment:** Content that promotes harassing, threatening, intimidating, predatory, or stalking conduct.
 - d) **Age-inappropriate content:** Content that targets minors and promotes sexual content, graphic violence, obscenity, or other mature themes.
 - e) **Cyberbullying and harassment:** Content that shames, humiliates, or bullies minors, including content that threatens a minor with harassment.

Enforcement

Enforcement of this Policy is at Viva's discretion, and failure to enforce this Policy in every instance does not constitute a waiver of our right to enforce it in other instances. This Policy does not create any right or private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by this Policy or that objectionable material will be promptly removed after it has been communicated.

We may use a combination of automated systems, user reports, and human review to assess content that may violate this Policy. For users who violate this Policy, we may remove the violating content and/or suspend access to the service. For certain content that poses a real-world risk of harm, we reserve the right to contact or cooperate with relevant law enforcement authorities.