

HOONIFY

Terms and Conditions

Hoonify AI Inference Platform · hoonify.ai

1. Introduction and Acceptance

1.1 Parties. These Terms and Conditions (the “Terms,” “Agreement,” or “T&C”) are a binding agreement between Hoonify Technologies Inc., a corporation at 13170 Central Ave SE, Ste B #435, Albuquerque, NM 87123 (“Hoonify,” “we,” “us,” or “our”), and the individual or entity that accesses or uses the Service (“Customer,” “you,” or “User”).

1.2 The Service. Hoonify operates an AI inference platform that provides access to open-source, third-party, and Hoonify-provided machine-learning models through hosted APIs, a web console, software development kits, and, where separately licensed, deployable software (collectively, the “Service”). The Service routes inference requests across Hoonify’s own infrastructure and third-party compute operators, as further described in Section 6.

1.3 Acceptance. By creating an account, generating an API key, clicking “I agree,” or otherwise accessing or using the Service, you accept these Terms. If you are accepting on behalf of an entity, you represent that you have the right, power, and authority to bind that entity, and “Customer” refers to that entity. If you do not agree, you may not access or use the Service.

1.4 Eligibility. You represent that you are at least 18 years of age. Hoonify does not permit anyone under 18 to use the Service. You further represent and warrant that you are not located in, and will not access the Service from, any country subject to a U.S. government embargo or designated as a terrorist-supporting country, and that you are not listed on any U.S. government list of prohibited or restricted parties.

1.5 Related Agreements and Order of Precedence. These Terms incorporate by reference the Hoonify End User License Agreement (“EULA”), the Hoonify Data Protection Agreement (“DPA”), the Hoonify Service Level Agreement (“SLA”), the Acceptable Use Policy in Section 5, and the Privacy Policy, each as updated from time to time. If a separately negotiated master agreement, End User License Agreement (EULA), or order form (an “Order”) is executed between the parties, that Order controls to the extent of any conflict with these Terms. The EULA governs any downloadable software, SDKs, and model weights; the DPA governs the processing of personal data; the SLA governs availability commitments. In the event of conflict on their respective subject matter, the DPA controls on data protection, the SLA on availability, and the EULA on licensed software.

2. Definitions

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of 50% or more of the voting securities or other managing authority of the entity.

“**Customer Content**” means the prompts, inputs, files, data, and other materials Customer submits to the Service, and the outputs the Service returns in response to those inputs (“Output”).

“**Documentation**” means the usage guides, technical materials, and policies Hoonify makes generally available for the Service.

“**Models**” means the open-source, third-party, or Hoonify-provided machine-learning models made accessible through the Service.

“**Operators**” means the third-party compute providers, data centers, and GPU operators across which the Service may route inference requests.

“**Acceptable Use Policy**” or “**AUP**” means the policy set out in Section 5, as updated from time to time.

“**Third Party**” means any person or entity other than Customer or Hoonify.

3. Accounts, API Keys, and Security

3.1 Registration. Customer must provide accurate account information and keep it current. Customer is responsible for all activity that occurs under its account and API keys, whether or not authorized.

3.2 Credential Security. Customer shall keep API keys and credentials confidential, protect them as it would its own sensitive secrets, not share them outside the licensed entity, and promptly notify Hoonify of any suspected compromise or unauthorized use. Hoonify is not liable for losses arising from Customer’s failure to safeguard its credentials.

3.3 Cooperation. Customer shall use commercially reasonable efforts to prevent unauthorized access to the Service and will reasonably cooperate with Hoonify to investigate suspected misuse and to remediate any security concern.

4. Access and Use of the Service

4.1 Right to Use. Subject to these Terms and payment of applicable fees, Hoonify grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the term to access and use the Service for Customer’s own business purposes. Any downloadable software, SDKs, client libraries, or model weights are licensed separately under the EULA. All rights not expressly granted are reserved by Hoonify and its licensors; no rights are granted by implication or estoppel.

4.2 Usage and Rate Limits. Use of the Service is subject to the plan limits, quotas, and rate limits published in the Documentation, console, or applicable Order. Hoonify may meter, throttle, or queue requests to protect the stability and security of the Service. Customer shall not circumvent usage limits, rate limits, security controls, or metering.

4.3 Service Changes. Hoonify may modify, enhance, or discontinue features of the Service from time to time. Hoonify will use reasonable efforts to provide notice of material adverse changes to generally available features.

4.4 Beta Features. Hoonify may offer beta, preview, evaluation, or experimental features or Models. These are provided “as is,” may be changed or withdrawn at any time, are excluded from the SLA, and may be subject to additional terms.

5. Acceptable Use

Customer shall not, and shall not permit any Third Party to, use the Service to:

- violate any law, regulation, export control, or sanctions regime, or infringe or misappropriate any Third-Party rights;
- generate or distribute malware, conduct intrusion, denial-of-service, or other attacks, or probe, scan, or breach the security of any system;
- produce child sexual abuse material, content that sexualizes minors, or non-consensual or unlawful intimate imagery;
- create content intended to harass, defame, threaten, or facilitate violence, self-harm, or unlawful discrimination;

- generate disinformation presented as fact for deceptive purposes, or impersonate any person or entity without authorization;
- develop or refine weapons, including chemical, biological, radiological, nuclear, or high-yield explosive capabilities;
- attempt to extract Model weights or training data, reverse engineer the Service, or defeat Model safety controls;
- resell, sublicense, or operate the Service as a service bureau except under a written reseller or partner agreement, or build a competing inference or model-hosting product, or benchmark for that purpose without Hoonify's prior written consent; or
- exceed published rate or usage limits, or place undue load designed to degrade the Service.

5.1 Enforcement. Hoonify may investigate suspected AUP violations and may remove offending content, throttle, or suspend access as described in Section 12. For severe or unlawful activity, Hoonify may act without prior notice and may report to authorities as required by law.

6. Models and Third-Party Operators

6.1 Aggregated Supply. The Service is an aggregator. Inference requests may be served by Hoonify-owned infrastructure or routed to one or more Operators based on availability, performance, jurisdiction, and Customer routing preferences. Hoonify selects and monitors Operators but does not control their independent operations.

6.2 Open-Source and Third-Party Model Licenses. Models accessed through the Service may be subject to their own open-source or third-party license terms and use restrictions (for example, Apache 2.0, MIT, BSD, and community or research licenses such as the Llama and Gemma license families). Such third-party materials may also include components governed by GNU/GPL, Apache, BSD, the Intel oneAPI, and the NVIDIA CUDA Toolkit licenses (collectively, "Third-Party Licenses"). Hoonify will identify the applicable license for each Model in the Documentation or console where reasonably practicable. Customer is bound by and shall comply with all applicable Third-Party Licenses; any breach of a Third-Party License is also a breach of these Terms. Hoonify is not responsible for validating Customer's compliance with, or proper usage under, any Third-Party License.

6.3 Routing Controls. Where the Service offers jurisdictional or sovereign routing controls, Hoonify will route eligible requests in accordance with the controls Customer selects, subject to the constraints described in the Documentation. Default routing applies where no control is selected.

6.4 No Warranty on Outputs. Models produce probabilistic Output that may be inaccurate, incomplete, or unsuitable for a given purpose. Customer is responsible for evaluating Output before relying on it, and shall not use Output as the sole basis for decisions with legal, medical, financial, high consequence, or safety consequences without independent human review.

7. Customer Content and Data

7.1 Ownership. As between the parties, Customer retains all right, title, and interest in Customer Content. Hoonify claims no ownership of Customer Content or Output.

7.2 License to Operate. Customer grants Hoonify a limited, non-exclusive license to process Customer Content solely to provide, secure, and support the Service, and only for the duration necessary to process the applicable request, consistent with Section 7.4 and the DPA.

7.3 No Training on Customer Content. Hoonify does not use Customer Content or Output to train, fine-tune, or improve any model, and does not sell or share Customer Content for any provider's independent purposes.

7.4 Zero Data Retention. The Service is operated on a zero-data-retention basis: Customer Content and Output are processed in transient, in-memory form only for the time required to serve the request and are not written to persistent storage by Hoonify beyond that processing window, except for limited operational and billing metadata that excludes prompt and Output contents (such as timestamps, request and token counts, Model identifiers, and status codes). The technical and contractual specifics, including flow-down of zero-data-retention and no-training obligations to Operators, are set out in the DPA.

7.5 Customer Responsibilities. Customer is responsible for the legality of Customer Content, for obtaining all rights and consents needed to submit it, and for its own systems on its side of the Service boundary, including any logging or storage Customer performs of inputs or Output.

7.6 Data Protection. Hoonify's processing of personal data contained in Customer Content is governed by the DPA, which forms part of these Terms. Customer's use of the Service is also conditioned on acceptance of the Privacy Policy.

8. Fees, Billing, Credits, and Taxes

8.1 Fees. Customer shall pay the fees for its plan or Order, including usage-based charges metered by tokens, requests, compute time, or other units described at checkout, in the console, or in the Order.

8.2 Payment. Unless an Order states otherwise, fees are billed in arrears or via prepaid credits, are due on receipt or as stated, and are non-refundable except as expressly provided. Prepaid credits are consumed as the Service is used and may expire as stated at purchase.

8.3 Late Payment. Overdue amounts may accrue interest at the lower of 1.5% per month or the maximum permitted by law. Hoonify may suspend the Service for non-payment as described in Section 12.

8.4 Taxes. Fees are exclusive of taxes and duties. Customer is responsible for all applicable taxes or duties other than taxes on Hoonify's net income.

8.5 Changes to Pricing. Hoonify may change pricing for renewal terms or on-demand usage with reasonable prior notice. Committed pricing in an Order applies for that Order's term.

9. Service Levels and Support

9.1 Availability. Availability commitments, service credits, and support response targets, if any, are governed solely by the SLA and apply to the paid tiers and surfaces identified there or in the applicable Order. Beta, preview, and free features are excluded unless stated.

10. Intellectual Property and Feedback

10.1 Hoonify IP. Hoonify and its licensors own the Service, software, Documentation, trademarks, and all related intellectual property. The Service is protected by copyright, trademark, and other laws. These Terms convey no ownership and grant no right to use Hoonify's copyrights, trademarks, or trade dress without prior written consent from the Company.

10.2 Feedback. If Customer provides feedback, innovations, or suggestions regarding the Service, Customer assigns to Hoonify all right, title, and interest in such Feedback. If for any reason that assignment is ineffective, Customer grants Hoonify a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, disclose, sublicense, distribute, modify, and exploit such Feedback without restriction or obligation.

11. Confidentiality

11.1 Definition. “Confidential Information” means non-public information disclosed by one party that is marked or reasonably understood to be confidential, including pricing, roadmaps, and security details. Customer Content is Customer’s Confidential Information.

11.2 Obligations. The receiving party shall use Confidential Information only to perform under these Terms, protect it with reasonable care, and not disclose it except to personnel and advisors bound by confidentiality. Exclusions apply for information that is public, independently developed, or rightfully received from a Third Party. Disclosure compelled by law is permitted with reasonable notice where lawful.

12. Suspension

12.1 Grounds. Hoonify may suspend or throttle access, in whole or in part, if Customer’s use poses a security risk, violates the AUP or law, may disrupt the Service or Operators, or if fees are overdue. Hoonify will use reasonable efforts to give notice and to limit the scope and duration of suspension to what is necessary. For serious or unlawful activity, suspension may be immediate and without prior notice.

13. Term and Termination

13.1 Term. These Terms begin on first acceptance and continue until all accounts and Orders are terminated.

13.2 Termination. Either party may terminate for the other’s material breach not cured within thirty (30) days of written notice. Hoonify may terminate or suspend immediately for serious AUP or legal violations, or upon Customer’s insolvency or bankruptcy. Either party may terminate a no-commitment plan on notice.

13.3 Effect. On termination, Customer’s access ceases, outstanding fees become due, and each party returns or destroys the other’s Confidential Information. Handling of any Customer data is governed by the DPA. Sections that by their nature should survive (including intellectual property, confidentiality, disclaimers, liability limits, and indemnity) survive termination.

14. Warranties; Disclaimers

14.1 Mutual. Each party warrants it has the authority to enter into these Terms.

14.2 Service Warranty. Hoonify warrants it will provide the Service in a professional manner and substantially in accordance with the Documentation. Availability commitments, if any, are governed solely by the SLA.

14.3 Disclaimer. EXCEPT AS EXPRESSLY STATED, THE SERVICE, MODELS, AND OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS. HOONIFY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR LICENSORS AND SERVICE PROVIDERS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE OR OUTPUT WILL BE ACCURATE, RELIABLE, SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS, SO SOME OF THE ABOVE MAY NOT APPLY; IN THAT CASE THE EXCLUSIONS APPLY TO THE GREATEST EXTENT PERMITTED BY LAW.

15. Limitation of Liability

15.1 Exclusion. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, ARISING FROM OR RELATING TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15.2 Cap. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THESE TERMS WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO HOONIFY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (\$100) IF NO FEES HAVE BEEN PAID.

15.3 Output Accuracy. HOONIFY IS NOT LIABLE FOR ANY INACCURACIES IN OUTPUT OR CONTENT PRODUCED THROUGH THE SERVICE. IT IS CUSTOMER'S RESPONSIBILITY TO VERIFY AND ENSURE THE ACCURACY OF RESULTS.

15.4 Exceptions. The limits in 15.1 and 15.2 do not apply to a party's indemnification obligations, breaches of confidentiality, Customer's payment obligations, or liability that cannot be limited by law. In jurisdictions that do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damage, each party's liability will be limited to the greatest extent permitted by law.

16. Indemnification

16.1 By Customer. Customer shall defend, indemnify, and hold harmless Hoonify and its Affiliates and personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) against Third-Party claims arising from or relating to your use of the Services, including Customer Content, Customer's use of Output, Customer's breach of these Terms, the AUP, or any Third-Party License.

16.2 By Hoonify. Hoonify shall defend and indemnify Customer against Third-Party claims that the Service, as provided by Hoonify and used in accordance with these Terms, infringes a U.S. intellectual property right, excluding claims arising from Customer Content, Models' own license terms, or combinations not supplied by Hoonify.

16.3 Procedure. The indemnified party shall give prompt notice, allow the indemnifying party to control the defense, and provide reasonable cooperation. No settlement imposing liability on the indemnified party may be made without its consent, not to be unreasonably withheld.

17. Compliance, Export, and Sanctions

17.1 Trade Controls. The Service, software, and Documentation may be subject to U.S. export control and sanctions laws, including the Export Control Reform Act and its associated regulations. Customer shall comply with all such laws and shall not export, re-export, release, or make the Service accessible to any embargoed jurisdiction or restricted party.

17.2 Government and Regulated Use. Sovereign, government, defense, and other regulated deployments may be subject to separate or supplemental terms (for example, addressing data residency, CUI/ITAR handling, FedRAMP, or CMMC). Those terms govern such deployments to the extent of any conflict.

18. Governing Law and Dispute Resolution

18.1 Governing Law. These Terms are governed by the internal laws of the State of Delaware, excluding its conflict-of-laws rules and the U.N. Convention on Contracts for the International Sale of Goods. Customer's use of the Service may also be subject to other local, state, national, or international laws.

18.2 Informal Resolution. Before initiating any formal proceeding, the parties agree to first attempt in good faith to resolve any dispute informally by contacting the other party.

18.3 Forum. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be addressed by binding arbitration under the AAA Arbitration & Mediation rules.

19. Changes to These Terms

19.1 Updates. Hoonify may modify these Terms at any time by posting a revised version and updating the effective date. If a revision is material, Hoonify will make reasonable efforts to provide at least thirty (30) days' notice before the new terms take effect. Continued use of the Service after the effective date constitutes acceptance. For Orders with committed terms, changes apply at renewal unless required by law.

20. General

20.1 Assignment. Customer may not assign these Terms without Hoonify's prior written consent, including by merger, consolidation, or change of control; any purported assignment in violation is void. Hoonify may assign freely. These Terms bind and benefit the parties and their permitted successors and assigns.

20.2 Force Majeure. Neither party is liable for delays or failures caused by events beyond its reasonable control, including strikes, civil disturbances, war, terrorism, epidemic, natural disaster, fire, flood, loss of power or connectivity, or acts of God.

20.3 Notices. Notices must be in writing to the Hoonify address above or to support@hoonify.com, or to the account email on file, and are effective on receipt.

20.4 No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties and their permitted successors and assigns and confer no rights on any other person.

20.5 Independent Contractors. The parties are independent contractors; these Terms create no partnership, agency, or employment relationship.

20.6 Severability; Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder stays in effect. No waiver is implied by a failure or delay in enforcement.

20.7 Translations. If these Terms are made available in a translation, the original English text prevails in the event of a conflict.

20.8 Entire Agreement. These Terms, together with any Order, the EULA, the DPA, the SLA, the AUP, and the Privacy Policy, constitute the entire agreement between the parties and supersede all prior understandings on their subject matter.

21. Contact

Questions about these Terms may be directed to Hoonify Technologies Inc., 13170 Central Ave SE, Ste B #435, Albuquerque, NM 87123, or by email to support@hoonify.com.

Acknowledgment

By accessing or using the Service, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions.

Effective date: Upon account signup and acceptance

Version: v1.1