

Kyutai Terms of Use

Research prototype version for non-commercial use

Update date: 05/07/2024

1. Preamble and scope of application

KYUTAI, Fonds de dotation, headquartered at 16 rue de la ville l'évêque, 75008 Paris, SIREN ID: 923956916 (hereinafter "KYUTAI" or the "Fonds de dotation") operates the www.moshi.chat website (the "Site"), which provides an interface for interaction with its artificial intelligence system offering a conversational agent (the "AI System" or the "Conversational Agent").

The User understands that in its current state, the Site presents a prototypical Conversational Agent, not to be used commercially, to be used as a simple demonstration version giving an overview of functionalities but in no way as a operational system whose outputs can be used other than for private and internal testing.

These General Terms and Conditions of Use (hereinafter "GTCU") govern the conditions of use.

System Users declare that they have read, understood and accepted these GTCU. Thus, Users expressly acknowledge that they are bound by these GTCU and that they are legally capable of giving their consent.

The GTCU are accessible by the User on the Site.

KYUTAI is free to modify these GTCU at any time, in order to take into account, in particular, any legal, jurisprudential, editorial, functional or technical evolution.

1. Definitions

In these GTCU, words or expressions beginning with a capital letter have the following meaning:

AI model: AI training model created by KYUTAI

AI System or System or Conversational Agent: the system accessible via the Site interface with which the User can interact thanks to Prompts.

Conversation: the exchange between the User and the Conversational Agent, transcribed as text and audio.

GTCU: General Terms and Conditions of Use of the Site

Output: content provided by the Conversational Agent, accessible in audio and text format

Prompt: the message coming from the User, more specifically the sound coming from his microphone.

Single ID download link or Single ID link: download link for Conversation files (feature coming soon).

Site: the site accessible at the URL www.moshi.chat

User: any person or entity with full legal capacity accessing the Site.

2. Prototype AI System description

The AI System presented on the Site is a prototypical demonstration version to be used only for testing the Conversational Agent.

To access the prototypical version of the AI System, you must log in under the conditions of Article 3 of these GTCU. In order to access and use the AI System prototypical version, the User accepts these GTCU.

Access to the microphone is required to interact with the Conversational Agent and formulate Prompts.

The Conversational Agent's Outputs are available in audio and text, so audio output is preferable to enhance the experience.

Conversations, consisting of Prompts and Outputs, can be downloaded in WebM format by clicking on the "Download audio" button or on the "Download video" button, which includes the audio of the conversation and an animation generated by KYUTAI.

3. Queue and connection

To access the AI System, the User can join the queue by clicking on the "Join queue" button, and then access the Conversational Agent prototype.

By clicking on "Join queue", the User accepts these GTCU.

4. Disconnection

4.1 Disconnect button

The User may disconnect from the AI System at any time by clicking on the "Disconnect" button.

Any disconnection stops the Conversation.

A stopped conversation cannot be continued or resumed.

Disconnection allows the Conversation to be downloaded under the conditions set out in Article 6 of these GTCU.

4.2 Start over button

By clicking on the "Start over" button, the Conversation is no longer accessible.

After clicking on the "Start over" button, the User may reconnect under the conditions of Article 3 if he/she wishes to start a new Conversation.

5. Functioning of the Site and the Conversational Agent

To access the Site and interact with the Conversational Agent, the User must go to the URL www.moshi.chat, and must have functional computer equipment including a microphone, a stable Internet connection and a compatible Internet browser. KYUTAI shall not be held responsible for any incompatibility of the User's computer equipment.

The User is responsible for all costs associated with connecting to the Site from his or her telephone and/or computer equipment (Internet access, etc.).

6. Download Conversations

KYUTAI allows the User to download Conversations carried out between the User and the Conversational Agent.

Each Conversation is normally downloadable in WebM audio and video format immediately after the end of the Conversation.

Downloading is possible after clicking on the "Disconnect" button and before clicking on the "Start over" button, as described in Article 4 of these GTCU.

By clicking on the "Start over" button, the Conversation is only accessible via the Unique ID Link, which remains accessible for thirty (30) days.

The full transcript of the Conversation (feature coming soon) in text format can only be accessed via the Unique ID Link. This full transcription (feature coming soon) may not be available immediately due to the time required for this operation.

Conversations, including textual recordings and transcriptions (feature coming soon), are for the personal and non-commercial use of Users and may only be published or made accessible to the public under the conditions of these GTCU.

KYUTAI reserves the right to suspend or remove the download functionality at any time via the Site or to modify the download format. **Please note that the AI System is prototypical and accessible in demonstration mode only. KYUTAI cannot be held responsible in the event of malfunction, inability to download, or erroneous, damaged or truncated files.**

7. Intellectual property

The User is free to download, copy and show the Conversation with Conversational AI for personal, non-commercial use.

No other intellectual property rights are licensed or assigned to the AI System User.

8. Personal data

8.1 General

KYUTAI undertakes to collect and process personal data only in a minimalist and transitory manner with the sole purpose of providing the best possible experience to the User during Conversations.

8.2 Prompt

The User undertakes not to communicate any personal data or confidential information in his Prompts.

8.3 Voices

The User's voice is processed as part of the use of the AI System for the sole purpose of rendering a downloadable audio file of the Conversation, which is only accessible to the User and is only kept for thirty (30) days after the end of the Conversation, to allow the User the time necessary to download the Conversation in audio and video format, as well as the full transcript (feature coming soon), which is generally not immediately accessible. The User may request the deletion of the Conversation and the Unique ID Link at any time, by sending a simple e-mail to dpo@kyutai.org.

The use of the AI System by the User and the generation of audio, video and text transcription files of the Conversation (feature coming soon) being conditional on the capture of his/her voice to formulate the Prompt, this processing is necessary for the performance of the service, the processing is therefore based on the contract, as defined by Article 6 (b) of the General Data Protection Regulation - GDPR.

8.4 Newsletter and User email address

The User may subscribe to the KYUTAI newsletter by providing an active email address.

The email address is required to communicate with the User who wishes to be kept informed of KYUTAI's work and latest AI system features. Processing is based on consent, as defined by Article 6 (a) of the General Data Protection Regulation - GDPR. At any time the User may decide to unsubscribe from the newsletter, their email is then deleted. Emails sent as part of the Newsletter include a link to easily unsubscribe from the newsletter.

8.5 Cookies

The Site does not use cookies.

8.6 Exercising your rights

For any information or to exercise your rights concerning the processing of personal data managed by the CNIL, please contact us by post (a copy of your identity card may be requested if you wish to exercise your rights) at the following address:

KYUTAI

16 rue de la ville l'évêque

75008 Paris And by sending an email to dpo@kyutai.org

8.7 Hosting

The data of European Users is hosted on servers in the European Union only (Scaleway) and the data of users outside the European Union may be hosted on servers outside the EU (Amazon Web Service) as specified in the site's legal notice

9. Obligations of the User

The User declares and warrants to KYUTAI that he/she is acting in his/her own name and for his/her own account in his/her capacity as a natural person of full age (or over

sixteen years of age) with full capacity to contract or as the legal or duly authorized representative of a legal entity.

The User undertakes not to use in his Prompts any personal data, any confidential information or any content protected by intellectual property rights.

The User undertakes not to publish or make available to the public any Conversations, including recordings and text transcriptions (feature coming soon), except in accordance with the conditions set forth in these GTCU and to use them solely for personal, non-commercial purposes.

The User undertakes to make normal, ethical and lawful use of the Prototypal AI System.

The User undertakes not to make any professional and/or commercial use of the Prototypal AI System.

The User undertakes, directly or indirectly for any third party to whom he allows access to the Site and the AI System, not to send viruses, spam, chain mail, unsolicited offers of any kind, not to investigate, scan, test, reverse engineer, perform prompt injection, use automatic systems to extract data from the Site or the AI System and not to copy the interface and any element.

10. Limitation of liability for the prototypical AI System

KYUTAI undertakes to use its best efforts to ensure the availability and continuity of access to the Site and the AI Prototyping System, but cannot provide any particular guarantee, as KYUTAI is dependent on the maintenance of telecommunication services and other providers, particularly in terms of Internet connectivity.

KYUTAI offers this AI System free of charge in a prototypical version in simple demonstration mode, access to which is reserved for a public of informed users who are aware of the security flaws and potential bugs of a prototypical version.

KYUTAI shall not be held liable for any damage to the User's computer equipment or slowdown of the User's Internet connection, or for any direct or indirect damage caused by a virus, mirror site, phishing, interruption of service due to intrusion or malfunction, interruption or any use of the Site or the AI System, or due to force majeure. KYUTAI shall not be held liable for any screenshots and/or aspiration of data and their subsequent dissemination that are not directly attributable to KYUTAI.

11. Applicable law

These GTCU are governed by French law.

12. Mediation

In the event of a dispute arising between KYUTAI and a User, the latter undertakes to inform KYUTAI at the following address: contact@kyutai.org, taking care to specify

its contact details and to provide any information enabling the origin and implications of the dispute to be assessed.

The consumer may call upon an independent mediator free of charge by sending a request to this effect by email to contact@kyutai.org or by post to KYUTAI, 16 rue de la ville l'évêque, 75008 Paris, France. Upon receipt, KYUTAI undertakes to organize mediation as soon as possible.

The User may also contact the European Commission's online dispute resolution service at the following address: <https://ec.europa.eu/consumers/odr>.

13. Separability

Should one or more of the clauses of the GTCU be declared null and void, it will be declared unwritten, which will not affect the validity of the GTCU and its other clauses, which will continue to apply.

14. Requests, comments, suggestions

The User may make requests, comments and suggestions to KYUTAI via the contact e-mail contact@kyutai.org, providing sufficient details, a clear description and the reasons for the request. Requests are usually processed within seven (7) working days.