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# Expert System COGITO Intelligence Demos Terms of Service

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Thank you for using **COGITO Intelligence Web Services** comprised of the web demo and freemium API demo (COGITO Intelligence demos) available at [www.intelligenceapi.com](http://www.intelligenceapi.com) .

The COGITO Intelligence demos are provided by EXPERT SYSTEM SpA (Via Zeni 8 68068 Rovereto, ITALY). The COGITO Intelligence demos, including all images of this website, and its relative pages and the elements that can be found in the pages themselves i.e. selected texts, static images, animations, sounds, videos, logos, etc. are sole property of Expert System SpA and may not be reproduced, in whole or in part, nor distributed without prior permission. The aforementioned restriction is applied also to the HTML format description of the website pages.

## ACCOUNT AND REGISTRATION

### Accepting the Terms

You may not use the above stated COGITO Intelligence demos if you are a person barred from using or receiving the COGITO Intelligence demos under the applicable laws of Italy or other countries including the country in which you are resident or from which you use the COGITO Intelligence demos.

## REGISTRATION

In order to access certain COGITO Intelligence demos you may be required to provide certain accurate and up to date certain information .

## USING OUR COGITO INTELLIGENCE DEMOS

### Your End Users

You must inform your end users to comply with any applicable law and these terms.

## Compliance with Law

You will use the COGITO Intelligence demos only as permitted by law (including without limitation laws regarding the import or export of data or software, privacy, or local laws).

You will not use the COGITO Intelligence demos to encourage or promote illegal activity.

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## Admitted Access

You must use the credentials received only with the applicable COGITO Intelligence demos. You will not misrepresent or mask either your identity or your COGITO Intelligence Demo Client identity using the COGITO Intelligence Demo or developer accounts.

## COGITO Intelligence Demo Limitations

Expert System may set limits on the number of COGITO Intelligence demo requests that you can make, at its sole discretion and you will not attempt to circumvent such limitations.

You will not use COGITO Intelligence API to create metadata retrieval service to COGITO Intelligence API.

You will not resell the COGITO Intelligence API service without the consent of Expert System.

You cannot use our COGITO Intelligence demos to create comparative benchmarks with other products without the prior consent of Expert System SpA. Please contact us for a specific version of COGITO Intelligence demo suitable for your needs.

COGITO Intelligence API demos are only designed to display COGITO technology only; all other unintended uses are strictly prohibited.

## Monitoring

Expert System may monitor the use of the COGITO Intelligence demos to ensure quality, improve Expert System products and services, and verify your compliance with these terms.

You will not interfere with the above stated monitoring. Expert System may use any technical means to overcome such interference.

## Communication with Expert System

In entering in this agreement, you comply with the terms outlined that you allow Expert System to send you certain communications pertaining to your use of the COGITO Intelligence demos.

## Feedback

Should you provide us feedback or suggestions about our COGITO Intelligence demos, we retain the right to use such information without any obligation to you.

## YOUR COGITO INTELLIGENCE DEMOS CLIENTS

### COGITO'S DEMOSClients

The COGITO Intelligence demos are only designed to show COGITO technology.

Expert System reserves the right to investigate any activity related to COGITO Intelligence demos for compliance with these terms.

## PROHIBITIONS

### COGITO Intelligence demos Prohibitions

When using the COGITO Intelligence demos, the following prohibitions apply:

1. You will not sublicense an COGITO Intelligence demos for use by a third party. Consequently, you will not create an COGITO Intelligence demos Client that functions substantially the same as the COGITO Intelligence demos and offer it for use by third parties without having Expert System previous authorization.
2. You will not perform an action with the intent of introducing to Expert System products and services any items of a destructive nature.
3. You will not defame, abuse, harass, stalk or threaten others using COGITO Intelligence demos.
4. You will not interfere with or disrupt the COGITO Intelligence demos or the servers or networks providing the COGITO Intelligence demos.
5. You will not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements using COGITO Intelligence demos.
6. You will not reverse engineer or attempt to extract the source code from any COGITO Intelligence demos or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Our communications to you may contain Expert System confidential information. If you receive any materials or communications that are clearly confidential or marked confidential, then you will not disclose the Expert System confidential information to any third party without Expert System's prior written consent.

## CONTENT

### Content Accessible Through our COGITO Intelligence demos

Our **COGITO Intelligence demos** contain some third party content (such as text from live RSS). The opinions expressed are those of the author. Its contents, therefore, do not represent any commitment of Expert System and therefore retain no liability or responsibility for the above mentioned content. This content is the sole responsibility of the person that makes it available.

Moreover, content accessible through our COGITO Intelligence demos may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the COGITO Intelligence demos may be restricted, limited, or filtered in accordance with local laws, regulations, and policies.

## Attribution

In using Expert System's Brand Features, you must follow the Expert System Brand Features Use Guidelines that you can get contacting us at [marketing@expertsystem.net](mailto:marketing@expertsystem.net)

## Publicity

You will not make any statement regarding your use of an **COGITO Intelligence demos** which suggests partnership with, sponsorship by or endorsement by Expert System without Expert System's prior written approval.

## Visibility

Should you use **COGITO Intelligence demos** in order to produce products or services that will then be used, COGITO Intelligence retains the right to full visibility (including logo and link recognition) which should be prior approved by Expert System.

## PRIVACY AND COPYRIGHT PROTECTION

### Expert System Privacy Policies

By using our **COGITO Intelligence demos**, you agree that Expert System can use submitted information in accordance with our privacy policies. Please refer to our privacy policy available at [www.intelligenceapi.com](http://www.intelligenceapi.com).

## TERMINATION

### Termination

You may stop using our COGITO Intelligence demos at any time. Expert System reserves the right to terminate these terms or discontinue your use of the COGITO Intelligence demos or any portion or feature for any reason and at any time without liability or other obligation to you.

## LIABILITY FOR OUR APIS

### Warranties

Neither Expert System nor its suppliers or distributors make any specific promises about the COGITO Intelligence demos. For example, we don't make any commitments about the quality of the COGITO Intelligence demos or the content accessed through the COGITO Intelligence demos, their reliability, availability or ability to meet your needs. The COGITO Intelligence demos and content accessed through the COGITO Intelligence demos are provided "as is". Some jurisdictions provide for certain warranties, like the implied warranty of the merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all implied warranties.

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## Limitation of Liability

Expert System, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

## GENERAL PROVISIONS

### Modification

We may modify these terms or any additional terms that apply to an **COGITO Intelligence demos** occasionally. You agree that your continued use of the **COGITO Intelligence demos** constitutes an acceptance of the modified terms.

### General Legal Terms

These terms control the relationship between Expert System and you. **All claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Modena, Italy, and you and Expert System consent to personal jurisdiction in those courts.**