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You acknowledge and agree that NVIDIA may, but is not obligated to, block, monitor, scan or review communications or User Content transmitted through the NVIDIA Riva Web Demo and that NVIDIA shall not be responsible for the content of any such communications or transmissions but may remove User Content as it deems appropriate, including if content: doesn’t comply with these terms; pose a security risk; doesn’t comply with the rights of others; or doesn’t comply with applicable law, rule or regulation, or the order or requirement of a court, administrative agency or other governmental body.

Last, when using the NVIDIA Riva Web Demo NVIDIA may give you the ability to rate generated content. NVIDIA and its affiliates may also use this information to generally improve their products and services to customers.

2. Your Privacy

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To the extent User Content contains your personal data, you may request access to or deletion of User Content by contacting privacy@nvidia.com and NVIDIA will exercise reasonable efforts to honor your request. Please note that NVIDIA may need additional information in order to fulfill your requests such as when you provided User Content.

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3.6 You may not use NVIDIA Riva Web Demo to create or distribute to others any defamatory, obscene, pornographic, vulgar, offensive or violent content.

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4.5 Indemnity. By using the NVIDIA Riva Web Demo you agree to defend, indemnify and hold harmless NVIDIA and its affiliates and their respective officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses arising out of or in any way connected with your use of the NVIDIA Riva Web Demo in breach of these terms or your User Content.

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5.1 If you want to terminate these terms, you may do so by stopping your use the NVIDIA Riva Web Demo.

5.2 Your right to use the NVIDIA Riva Web Demo terminates automatically without notice from NVIDIA (a) if you fail to comply with these terms, (b) if you engage in illegal or improper use of the NVIDIA Riva Web Demo or User Content, or (c) if you
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5.3 After termination NVIDIA has no obligation to retain, and may delete, your User Content at any time. All provisions of these terms which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

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8. Governing Law; Dispute Resolution

Governing Law. These terms and all disputes that may arise from it or out of use of the NVIDIA Riva Web Demo in interstate commerce shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of Delaware and the United States, without regard to or application of its conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. You agree to these terms in the English language unless NVIDIA provided you these terms in another language.

Arbitration. For any claim against or dispute with NVIDIA relating to these terms or your use of the NVIDIA Riva Web Demo, please give NVIDIA a chance to resolve it and contact NVIDIA by U.S. Mail at NVIDIA Corporation, ATTN: Legal, 2788 San Tomas Expressway, Santa Clara, California, 95051. For any disputes that are not resolved informally, you and NVIDIA each agree to resolve any such dispute (excluding any NVIDIA claims for injunctive or other equitable relief) by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Santa Clara County, California under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. The arbitration will be conducted in Santa Clara County, California (or the nearest JAMS Office to Santa Clara County), unless you request an in-person hearing in your hometown or you and NVIDIA agree otherwise. Nothing in these terms shall prevent a party from seeking injunctive or other equitable relief from the courts in any jurisdiction to prevent the actual or threatened violation of that party’s data security, intellectual property rights, or other proprietary rights. If for any reason this agreement to arbitrate is found not to apply to a dispute and as a result a dispute proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Santa Clara County, California.
Class Action & Jury Trial Waiver. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION UNLESS SUCH ARBITRATION IS NECESSARY TO EFFECTUATE THE ENFORCEMENT OF THE COURT CLASS ACTION WAIVER OR IN THE EVENT THAT CLASS ARBITRATION IS EXPRESSLY AGREED TO BY NVIDIA. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NVIDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Right to Opt-Out. YOU MAY OPT-OUT OF THE FOREGOING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION OF THESE TERMS BY NOTIFYING NVIDIA IN WRITING WITHIN 30 DAYS OF COMMENCEMENT OF USE OF THE NVIDIA RIVA WEB DEMO. SUCH WRITTEN NOTIFICATION SHALL BE SENT TO ATTN: LEGAL, 2788 SAN TOMAS EXPRESSWAY, SANTA CLARA, CALIFORNIA, 95051 AND SHALL INCLUDE (1) YOUR NAME, (2) YOUR ADDRESS, (3) THE REFERENCE TO NVIDIA RIVA WEB DEMO AS THE SERVICE THE NOTICE RELATES TO, AND (4) A CLEAR STATEMENT INDICATING THAT YOU DO NOT WISH TO RESOLVE DISPUTES THROUGH ARBITRATION AND DEMONSTRATING COMPLIANCE WITH THE 30-DAY TIME LIMIT TO OPT-OUT.

9. Miscellaneous

You agree that you will not assign these terms or your rights and obligations by any means or operation of law without NVIDIA’s permission. These terms do not create any third-party beneficiary rights.

If it turns out that any provision of these terms is not unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative.

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(v. November 3, 2021)