

Terms of Service

The agreement between you and unused.market for buying AI inference through one API key and for selling unused capacity.

EFFECTIVE

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OPERATOR

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CONTACT

contact@unused.market

These terms are a binding agreement between you and **Dominik Wójtewicz**, a natural person operating unused.market as unregistered activity (*działalność nierejestrowana*) under Article 5 of the Polish Entrepreneurs' Law, Al. Solidarności 68/121, 00-240 Warszawa, Poland ("unused.market", "we", "us"). They govern the website and dashboard at unused.market and the API gateway at api.unused.market (together, the "Service").

By creating an account, creating an API key, connecting a credential or sending a request through the gateway, you accept these terms. If you do not accept them, do not use the Service.

Read sections 9, 10, 11 and 12 carefully. They disclaim warranties, exclude and cap our liability, and require you to cover losses that your use of the Service causes us.

01 Who may use the Service

- 1.1. You must be at least 18 and able to enter a binding contract. If you use the Service for a company, you confirm you are authorised to bind it, and "you" means that company.
- 1.2. The Service is intended for business and professional use. You confirm that you use it in the course of a trade, business or profession. If you nevertheless act as a consumer, section 12.6 applies.
- 1.3. You may not use the Service if you are located in, or resident of, a country or territory under comprehensive EU, UK, UN or US sanctions, or if you are on a sanctions list.

02 What the Service is, and what it is not

- 2.1. unused.market sells access to AI inference through one API. The inference itself is performed by third-party AI providers ("Providers"), reached through API keys and subscriptions that fulfilment partners ("Sellers") connect to the Service and price as listings. Buyers add credits, create an unused.market API key, and send requests to our gateway. The gateway selects a listing according to the buyer's routing settings, forwards the request to the Provider using the Seller's credential, and returns the response.

2.2. **We are the merchant of record.** A buyer buys the Service from us and from no one else. There is no contract between a buyer and a Seller, and a buyer has no claim against a Seller. Separately, we contract with each Seller for fulfilment and pay Sellers ourselves, under section 5.

2.3. **We do not operate, train, host or control any AI model.** We are not a Provider, and we are not a party to any agreement between a Seller and a Provider. Every model, every response and every Provider account belongs to someone else, and section 11 applies to all of them.

2.4. We are not affiliated with, endorsed by or sponsored by any Provider. Provider names, model names and logos appear only to identify what a listing offers and belong to their owners.

2.5. Reference prices, discounts, "savings", available-token figures, speed and traffic figures shown in the Service are estimates built from third-party catalogues and from what Providers report. They are information, not promises, and may be wrong, stale or incomplete.

03 Accounts and API keys

3.1. You must give a working email address and keep it current. You are responsible for your password, your API keys and everything done with them, whether or not you authorised it.

3.2. An unused.market API key is shown once, when it is created. Anyone who has it can spend your credits. Set limits on your keys and revoke any key you believe is exposed. **We are not liable for charges caused by a lost, leaked or shared key or password.**

3.3. Tell us at once at contact@unused.market if you suspect unauthorised access.

04 Buying

4.1. **Credits.** Buyers pay in advance by adding credits, by card or in USDC on Base. A credit purchase is a prepayment to us for the Service. Credits are a closed-loop balance that can be spent only on inference through the Service, at the prices shown when a request is admitted. **Credits are not money, a deposit, electronic money, a payment instrument, a crypto-asset or a security.** They have no monetary value, earn no interest, cannot be redeemed for cash or any digital asset, cannot be sold, traded or transferred between accounts, and give you no claim against us other than the right to use the Service.

4.1a. **No link to Seller payments.** When you spend credits you are paying us for the Service. What we pay Sellers is our own cost of providing it, paid from our own funds. No Seller payment is made from, held for or traceable to any buyer's credits, and we hold no funds on behalf of any buyer or Seller.

4.2. **Credits are non-refundable,** including when you stop using the Service, when a model or listing becomes unavailable, or when your account is closed for breach of these terms, except where the law gives you a right to a refund that cannot be excluded. The minimum top-up is USD 5.

4.3. **Charges.** Each request is charged at the price of the listing that serves it, in US dollars per million tokens, for the input, cached-input and output tokens it consumes. The token counts reported by the Provider are final. Where a Provider reports no usage, or a response is cut off, we charge on our own estimate, and that estimate is final.

4.4. You are charged for every request the Provider processes, including requests whose output is empty, refused, filtered, truncated, wrong, late, or interrupted because you disconnected. An amount is held from your balance while a request runs and the unused part is released when it settles.

4.5. The prices we charge follow the prices Sellers set for their listings, and change without notice. The price that applies is the one in force when the request is admitted.

4.6. **Card payments** are processed by Stripe under Stripe's terms. A chargeback or payment dispute entitles us to suspend the account and remove the disputed credits, and to recover any credits already spent.

4.7. **Crypto payments are irreversible.** A USDC top-up is credited only after the transfer reaches the deposit address shown to you, on Base, in USDC, with the required confirmations. Funds sent on another network, in another token, to another address, or lost through your wallet, your exchange or the network are your loss. We have no ability and no obligation to recover them.

05 Selling

5.0. **You sell to us, not to buyers.** As a Seller you provide fulfilment capacity to us as an independent contractor. We are your only counterparty: you have no contract with any buyer, no claim against any buyer, and no right to learn who a buyer is.

5.1. **Your right to sell is your responsibility alone.** By connecting a credential and creating a listing you represent and warrant, each time a request is served through it, that:

- the credential and the Provider account behind it are yours, or you are authorised by their owner to use them this way;
- the agreement between you and the Provider, and the Provider's usage policies, permit you to share, resell or sublicense access as you are doing through the Service;
- you will pay the Provider everything it charges for usage on your credential, whatever you earn here.

5.2. **We do not check any of this, and we give no opinion on whether a Provider's terms allow it.** Many Providers prohibit or restrict reselling, sharing credentials or sharing subscriptions. If your Provider throttles, suspends or terminates your account, cancels your subscription, forfeits your balance, bills you for overage, or brings a claim against you, that is entirely between you and the Provider. **We bear no responsibility for it and owe you nothing because of it.**

5.3. **Authorisation.** You authorise us to store your credential in encrypted form and to use it to query your Provider for available models and remaining balance, and to send buyers' requests to the Provider on your account. You understand that buyers' requests will appear to the Provider as your own usage, and that the Provider may hold you responsible for their content.

5.4. **Usage is outside your control.** You cannot see, approve or filter what buyers send. Listing an amount of tokens, a share of a plan or "unlimited" is an instruction to us to sell up to that much; actual consumption on your Provider account may differ from our counts, and a Provider may bill you more than you earn. Set your prices and caps accordingly. We do not guarantee that a listing will sell, at what volume, or that a cap will never be exceeded.

5.5. **What we pay you.** For each request fulfilled through your listing we owe you the listing price for the tokens consumed, less our margin at the rate shown in the Service when the request is admitted, as recorded in our ledger. Our ledger is the definitive record of what we owe. A balance shown as earned is an amount we owe you for fulfilment; it is not a deposit, it is not held in trust or in a separate account for you, and it earns no interest.

5.6. **Payouts.** We pay what we owe you to the payout method you set, in USDC on Base, or in fiat currency through Peer.xyz, a third-party peer-to-peer service that operates under its own terms. Any minimum payout is shown in the Service. You are responsible for the accuracy of the wallet address or payout details. **A payout sent to the details you gave is final, and a crypto payout cannot be reversed.** We may delay, withhold or reverse earnings where we reasonably suspect fraud, a stolen or unauthorised credential, a breach of these terms, a chargeback on the purchases that generated them, or where the law requires it.

5.7. We may pause or remove a listing at any time, and listings are paused automatically when the Provider rejects the credential.

5.8. **Taxes and documents.** You are solely responsible for determining, reporting and paying every tax and contribution due on what we pay you, and for issuing any invoice or bill the law requires of you. We do not act as your agent or withhold tax for you unless the law obliges us to.

06 Content

6.1. "Input" is what you send through the gateway and "Output" is what comes back. As between you and us, you keep whatever rights you have in your Input and Output. We claim none.

6.2. We do not store Input or Output; they pass through the gateway to the Provider. The Provider processes them under its own terms and privacy policy, which may allow it to retain them, review them or use them for training. See our Privacy Policy.

6.3. **You alone are responsible for your Input, for your use of any Output, and for having every right, licence and consent needed to send that Input to a third-party Provider.** Do not send personal data you are not entitled to share, special-category data, secrets or regulated data unless you have satisfied yourself that the Provider behind your routing may lawfully receive it.

6.4. Output is generated by third-party models. It may be inaccurate, incomplete, offensive, unlawful, or infringe someone's rights. **Do not rely on it for medical, legal, financial, safety-critical or other professional decisions.** You use Output entirely at your own risk.

07 Acceptable use

You must not, and must not let anyone else:

- use the Service in breach of any law, or to produce or distribute unlawful content, including child sexual abuse material, content that facilitates violence or terrorism, fraud, malware, or attacks on any system;
- send requests that breach the usage policies of the Provider serving them;
- connect a credential that is stolen, leaked, scraped, bought from someone not entitled to sell it, or otherwise not yours to use;
- trade with yourself, inflate usage, launder funds, or abuse top-ups, refunds or payouts;
- probe, scan, overload or disrupt the Service, bypass rate limits or key limits, or access another user's account or data;
- attempt to obtain a seller's credential or identify a seller's Provider account, or to identify a buyer;
- resell or white-label the Service without our written consent.

We may investigate suspected breaches and cooperate with Providers and authorities.

08 Suspension and termination

8.1. You may stop using the Service at any time. To close your account, write to contact@unused.market.

8.2. We may suspend or close your account, revoke keys, pause listings and withhold payouts, immediately and without prior notice, if we reasonably believe you have breached these terms, if a Provider or authority requires it, if your use exposes us or others to risk, or if we stop offering the Service.

8.3. If we close your account without any breach on your part, we will refund unused purchased credits to the original payment method where that is possible, and pay out undisputed earnings. Otherwise sections 4.2 and 5.6 apply.

8.4. Sections 4.2, 4.7, 5.1 to 5.8, 6, and 9 to 14 survive termination.

09 The Service may change or stop

We may add, change, limit or remove any feature, model, Provider, price display, payment method or payout method, and may discontinue the Service entirely, at any time. We do not promise that any model, Provider, listing, price or capacity will be available at any moment, or at all.

10 No warranties

10.1. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

10.2. WITHOUT LIMITING THAT, WE DO NOT WARRANT OR PROMISE THAT:

- the Service, the gateway or any model will be available, uninterrupted, timely, fast, secure or free of errors;
- any request will be served, or served by the model, Provider or version you asked for, or that a model served through a listing behaves identically to the same model bought directly from its Provider;
- any Output will be accurate, complete, lawful, safe, original or fit for any purpose;
- token counts, prices, balances, savings, liquidity or analytics figures are free of error;
- a seller has the right to sell what is listed, or that a listing will stay available;
- a seller's Provider account, subscription or balance will be unaffected by using the Service;
- any listing will sell, or that a seller will earn any amount;
- data will not be lost, or that the Service is free of vulnerabilities or harmful components.

10.3. There is no service-level agreement. No advice or information from us, in any form, creates a warranty.

11 Limitation of liability

11.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNUSED.MARKET, ITS OWNERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AFFILIATES ACCEPT NO LIABILITY WHATSOEVER, UNDER ANY LEGAL THEORY (CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE), FOR:

- anything a Provider does or fails to do, including outages, errors, rate limits, model changes, refusals, price changes, its handling of Input and Output, and any suspension, termination, throttling, ban, forfeiture or billing of a seller's Provider account or subscription;
- anything a Seller or another user does or fails to do, including a Seller's lack of right to sell, a Seller's credential failing or being revoked, and the content of a buyer's requests;
- any Input or Output, any decision made or action taken on the basis of Output, and any claim that Input or Output infringes rights or breaks the law;

- unauthorised access to or use of your account, password, API keys or credentials that is not caused by our own wilful misconduct;
- payments and payouts sent to details you supplied, crypto assets sent to the wrong address, network or token, blockchain failures, forks, congestion or fees, and the acts of payment processors, peer-to-peer payout services and their counterparties, banks, wallets and exchanges;
- interruption, delay, suspension, modification or discontinuation of the Service, and loss or corruption of data;
- taxes, regulatory consequences, or breach of your own contracts arising from your use of the Service;
- events beyond our reasonable control.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, EARNINGS, BUSINESS, CONTRACTS, GOODWILL, ANTICIPATED SAVINGS, DATA OR USE, HOWEVER CAUSED AND EVEN IF WE WERE TOLD IT WAS POSSIBLE.

11.3. IF, DESPITE THE ABOVE, WE ARE FOUND LIABLE TO YOU FOR ANYTHING ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICE IN THE 3 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, LESS WHAT WE PAID SELLERS TO FULFIL YOUR REQUESTS (OR, IF YOU CLAIM AS A SELLER, THE MARGIN WE KEPT ON REQUESTS YOUR LISTINGS FULFILLED IN THAT PERIOD) AND (B) USD 50.

11.4. Your only remedy if you are dissatisfied with the Service is to stop using it.

11.5. Any claim must be brought within 12 months of the event giving rise to it, after which it is barred, to the extent the law allows such a limit.

11.6. These exclusions and limits apply even if a remedy fails of its essential purpose, and they are a fundamental part of the bargain: the Service is priced on the basis that they apply.

12 What we cannot exclude

12.1. Nothing in these terms excludes or limits liability that cannot be excluded or limited under the law that applies, including liability for damage we cause intentionally, for fraud, and for death or personal injury caused by our negligence.

12.2. Where the law does not allow an exclusion or limit in section 10 or 11 in full, it applies to the fullest extent the law does allow, and the rest of those sections is unaffected.

12.3. To the extent the law permits us to exclude statutory warranty for defects between businesses (*rekojmia*), it is excluded.

12.4. Whatever our commercial role, technically we only transmit Input and Output between you and a Provider and do not select, modify or store them. Where the law protects those who merely transmit content at the request of users from liability for that content, we rely on it.

12.5. To report unlawful content or misuse of the Service, including a credential that is being sold without the owner's authority, write to contact@unused.market.

12.6. If you are a consumer, or a sole trader treated as a consumer under the law, the mandatory consumer-protection rules of your country of residence apply and prevail over anything in these terms that conflicts with them. Sections 10, 11, 13 and 15.2 apply to you only as far as those rules allow.

13 Indemnity

You will defend, indemnify and hold harmless unused.market and its owners, directors, employees, contractors and affiliates against every claim, demand, loss, liability, fine, penalty, cost and expense, including reasonable legal fees, arising out of or relating to:

- your Input, or your use of any Output;
- your breach of these terms, or of any law;
- **any claim, demand or action by a Provider concerning a credential, account or subscription you connected, or usage on it;**
- any breach of the representations in section 5.1;
- any tax due on your earnings;
- any dispute between you and another user.

We may take over the defence of any such claim at your expense, and you will not settle it without our written consent.

14 Intellectual property

The Service, its software, design and branding belong to us or our licensors. We grant you a limited, revocable, non-exclusive, non-transferable right to use the Service under these terms. If you send us feedback, we may use it freely and owe you nothing for it.

15 Governing law and disputes

15.1. These terms are governed by the laws of Poland, without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

15.2. The Polish courts with jurisdiction over the operator's place of residence, Warsaw, have exclusive jurisdiction over any dispute arising out of or relating to these terms or the Service.

15.3. To the extent the law permits, claims may be brought only individually, not as part of a class, collective or representative action.

16 General

16.1. **Changes.** We may change these terms. We will post the new version here with a new effective date and, for material changes, email account holders at least 14 days ahead. Using the Service after the change takes effect means you accept it. If you do not, stop using the Service.

16.2. **Entire agreement.** These terms and the Privacy Policy are the whole agreement between you and us about the Service and replace anything said before.

16.3. **Severability.** If a provision is found unenforceable, it is enforced as far as possible and the rest stays in force.

16.4. **No waiver.** Not enforcing a right is not giving it up.

16.5. **Assignment.** You may not transfer your rights or obligations without our written consent. We may transfer ours, together with the Service, to a company we set up to operate it or to another successor, by notice to you.

16.6. **No partnership.** Nothing here makes you our partner, agent or employee, or makes us yours. Sellers are independent contractors.

16.6a. **Invoices.** The Service is operated as unregistered activity by a natural person. A bill or invoice for a credit purchase is issued on request sent to contact@unused.market.

16.7. **Notices.** We send notices to the email on your account. Send yours to contact@unused.market.

16.8. **Language.** These terms are written in English. If we provide a translation, the English version prevails, unless the law requires otherwise.

17 **Contact**

Dominik Wójtewicz

Al. Solidarności 68/121, 00-240 Warszawa, Poland

contact@unused.market