

TERMS OF SERVICE

Trivian Technologies

Effective Date: July 18, 2026

Last Updated: August 11, 2026

Welcome to Trivian Technologies. Please read these Terms of Service (“Terms”) carefully before accessing our website, using our APIs, integrating our software development kits, or interacting with our sandboxes.

1. Contracting Entity & Acceptance of Terms

1.1 Operator Information

The platform, website (triviantech.com), APIs, software development kits, and public sandboxes (collectively, the “Services”) are operated by Sarasha Elion, an individual doing business as Trivian Technologies (“Trivian Technologies,” “Trivian,” “we,” “us,” or “our”).

1.2 Binding Agreement

These Terms constitute a legally binding contract between you (or the corporate entity you represent) (“User,” “Customer,” or “you”) and Sarasha Elion, doing business as Trivian Technologies. By accessing the Services, provisioning credentials, or executing API calls, you represent and warrant that:

- You have read, understood, and agree to be bound by these Terms;
- You have the legal capacity and authority to bind yourself or the corporate entity you represent; and
- You are not located in, under the control of, or a national or resident of any jurisdiction subject to comprehensive U.S. sanctions.

If you do not agree to these Terms, you must immediately cease all access to and utilization of the Services.

2. Scope of Services & Infrastructure Boundary

2.1 Infrastructure Scope

Trivian Technologies provides enterprise AI governance, telemetry, auditability, and execution control infrastructure (“Governance Infrastructure”).

2.2 Public Sandbox Terms

The Rosetta Sandbox and related public testing suites are provided exclusively for evaluation, research, and non-production testing. Sandboxes are provided on a transient basis and are subject to unannounced resets, zero uptime Service Level Agreements (SLAs), and capacity throttles. You shall not deploy production workloads, store Sensitive Personal Data, or rely on telemetry derived from sandbox environments for mission-critical operations.

3. Acceptable Use Policy & Security

3.1 Enterprise Integrity

You shall not, and shall not permit any third party to:

- Reverse engineer, decompile, disassemble, or attempt to extract the trade secrets or source code of Trivian's proprietary governance core;
- Deploy malicious payloads, adversarial prompt injections designed to escape isolation boundaries, or execute denial-of-service stress tests outside pre-approved written parameters;
- Intercept, alter, or falsify cryptographic execution receipts or telemetry output from the platform;
- Utilize telemetry output, audit logs, or system responses to extract proprietary parameters, perform model inversion, or construct competing automated governance or telemetry products.

3.2 Permitted Benchmarking

Independent academic, security, and comparative evaluations ("Benchmarking") are permitted provided that such Benchmarking:

- Is conducted in a non-disruptive manner without violating Section 3.1;
- Employs methodology that is reproducible and disclosed in good faith; and
- Attributes Trivian Technologies accurately in any public publication of results.

Banning all evaluation is counter to our research model, but competitive reconstruction under the guise of evaluation is strictly prohibited.

3.3 Authentication & Access

You are responsible for maintaining the confidentiality of any API keys, tokens, or credentials provisioned to your organization. You assume sole legal and financial responsibility for all actions executed using your access credentials.

4. Intellectual Property & Data Rights

4.1 Customer Data & Inputs

As between the parties, Customer retains all right, title, and interest (including all intellectual property rights) in and to all prompts, system instructions, policy configurations, model traces, and operational data submitted by Customer to the Services ("Customer Data"). Customer grants Trivian a non-exclusive, worldwide, royalty-free, limited license to access, host, process, and display Customer Data solely to the extent necessary to provide, maintain, and secure the Services for Customer.

4.2 Audit Artifacts & Receipts

Customer owns the specific audit receipts, governance logs, and execution traces generated for Customer's instance by the Services ("Audit Artifacts").

4.3 Trivian Intellectual Property

Except for Customer Data and open-source components governed by Section 10, Trivian Technologies retains all right, title, and interest in and to the Services, proprietary governance engines, telemetry schemas, algorithms, platform architecture, documentation, trademarks, and trade secrets ("Trivian IP").

4.4 Aggregated & De-Identified Telemetry

Trivian may derive and utilize aggregated, de-identified, and anonymized operational metrics, latency performance data, error rates, and security statistics (“De-Identified Telemetry”) derived from platform usage. De-Identified Telemetry shall not contain Customer Data or identify Customer. Trivian owns all right, title, and interest in De-Identified Telemetry and may use it for security, platform stability, system reliability, and product improvement.

5. Autonomous Systems & Downstream Liability

Trivian Technologies provides governance tools, audit capabilities, and runtime telemetry. Trivian does not control or operate third-party foundation models, customer AI agents, or automated execution downstream. Customer retains sole legal, operational, and ethical responsibility for the compliance, behavior, decisions, safety, and real-world impacts of any autonomous agent, machine learning pipeline, or software system integrated with or monitored by the Services.

6. Confidentiality

6.1 Definition

“Confidential Information” means non-public information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) under these Terms that is designated as confidential or should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. Customer Confidential Information includes Customer Data and system architecture; Trivian Confidential Information includes non-public APIs, system performance metrics, and security documentation.

6.2 Obligations

The Receiving Party shall:

- Protect Confidential Information using the same degree of care it uses for its own confidential information (and not less than reasonable care);
- Not use Confidential Information for any purpose outside the scope of these Terms; and
- Limit access to Confidential Information to employees, contractors, and legal/financial advisors who need access for purposes consistent with these Terms and are bound by confidentiality obligations at least as restrictive as those herein.

7. Disclaimers, Limitation of Liability & Indemnification

7.1 Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TRIVIAN TECHNOLOGIES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIVIAN TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING LOSS OF PROFITS, DATA CORRUPTION, SYSTEM DOWNTIME, OR FINANCIAL LOSSES ARISING OUT OF OR RELATING TO THE SERVICES.

7.3 Monetary Liability Cap

TRIVIAN'S AGGREGATE MONETARY LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO TRIVIAN IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED UNITED STATES DOLLARS (\$100.00 USD), WHICHEVER IS GREATER.

7.4 User Indemnification

You agree to defend, indemnify, and hold harmless Trivian Technologies, its operator, employees, and assignees from and against any third-party claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your violation of these Terms or the Acceptable Use Policy;
- Customer Data or your deployment of unauthorized or illegal payloads; or
- The decisions, actions, or outputs of downstream autonomous systems operating on your infrastructure.

8. Term, Suspension & Termination

8.1 Suspension

Trivian reserves the right to immediately suspend or throttle your access to the Services, API keys, or credentials without prior notice if:

- We reasonably detect a threat to the security, integrity, or availability of the platform;
- You breach Section 3 (Acceptable Use);
- You fail to pay applicable fees when due; or
- Suspension is required to comply with applicable law or sanctions.

8.2 Termination

Either party may terminate these Terms upon written notice if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days of receipt of notice.

8.3 Effect of Termination & Survival

Upon termination, your right to access the Services immediately ceases. Sections 4 (IP), 5 (Autonomous Systems), 6 (Confidentiality), 7 (Liability & Indemnification), 9 (Governing Law & Disputes), and 11 (General Provisions) shall survive termination. Customer Data stored within the production platform will be deleted in accordance with our standard retention lifecycle unless a separate enterprise hold is in place.

9. Governing Law, Dispute Resolution & Contract Mechanics

9.1 Governing Law

These Terms, and all claims or causes of action arising out of or relating to these Terms, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law principles.

9.2 Dispute Resolution & Venue

Any legal suit, action, or proceeding arising out of or related to these Terms or the Services shall be instituted exclusively in the federal or state courts located in Los Angeles County, California. Each party irrevocably submits to the exclusive personal jurisdiction and venue of such courts.

9.3 Electronic Communications

You consent to receive legal and operational communications from us electronically, including via email sent to the address associated with your API credentials or notices posted on triviantech.com.

10. Open Source Notices & Architectural Boundaries

10.1 Syzygy Rosetta Protocol

The open-source AI governance middleware protocol known as Syzygy Rosetta is distributed under the GNU Affero General Public License v3.0 (AGPL-3.0).

10.2 Architectural Disclosure

Certain Trivian Technologies platforms, proprietary enterprise modules, and cloud services are maintained as separate, distinct works and communicate with Syzygy Rosetta through documented network interfaces and API protocols. Nothing in these Terms modifies, limits, or overrides any rights or obligations arising under the AGPL-3.0 for components explicitly covered under that license. The licensing status of each code repository, container image, or software module is explicitly defined in its respective repository or distribution manifest.

11. General Provisions

11.1 Successor Entity & Corporate Assignment

Trivian Technologies is currently operated by Sarasha Elion prior to the formal statutory formation of a contemplated corporate entity. We reserve the right to assign, transfer, or novate these Terms, together with all associated rights, licenses, obligations, and Customer Data, to a successor corporation or other legal entity formed to operate the Trivian Technologies business (including in connection with incorporation, financing, corporate reorganization, merger, acquisition, or asset sale). Continued access to or use of the Services following formal written notice of corporate assignment shall constitute Customer's acceptance of the successor entity as the sole contracting party under these Terms.

11.2 Export Compliance & Sanctions

The Services, software, and technical data may be subject to U.S. export control laws and regulations (including the Export Administration Regulations). You agree to comply strictly with all applicable trade sanctions and export control laws. You shall not export, re-export, or transfer the Services directly or indirectly to any embargoed destination, restricted party, or prohibited end-user without required authorization.

11.3 Entire Agreement & Severability

These Terms, together with the Privacy Policy and any applicable Order Form or Enterprise Addendum, constitute the entire agreement between you and Trivian Technologies regarding the Services, superseding all prior oral or written agreements. If any provision of these Terms is held invalid or unenforceable, that provision shall be severed or modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

12. Contact & Legal Notices

For formal legal notices, compliance queries, or corporate inquiries, contact:

Legal Operations & Compliance
Trivian Technologies
Email: legal@triviantech.com

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