Provider Terms

The terms for organizations that serve models to Momor Gateway customers: approval, serving, data policy, earnings and payouts.

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IN SHORT

- Every model is tested before it gets traffic, and Momor approves each provider.
- Your data policy is a promise to Momor's customers. Keep it, and change it only through review.
- You are paid for the requests you serve successfully, monthly, through Stripe or by invoice under a provider agreement.
- You never see which customer sent a request, and you use what a request contains only to answer it.
- You can stop serving at any time, and the earnings you made are still paid.

A summary only. The full text below is what applies.

1. These terms

These Provider Terms apply to an organization that applies to serve, or serves, models to Momor Gateway customers ("you", the "provider"). You accept them when you apply. They add to Momor's Business Terms, which apply to your organization as to any other; where the two conflict, these Provider Terms win for serving models. A provider agreement signed with Momor wins over both.

"Customer content" means everything a Momor customer's request sends you and everything you return for it: prompts, messages, files, tool definitions and results, and outputs.

2. Applying and approval

- The company details, contacts, models, prices, endpoint, capacity and data policy you give in your application must be accurate and kept current.
- Momor tests each model you list before it routes any customer traffic to it: correct answers, tool calls, structured output, speed under load and error rate.
- Momor approves or rejects an application at its discretion, and tells you the reason for a rejection.
- After approval, Momor keeps checking your models' health and correctness for as long as you serve them.

3. Serving models

- Serve each model exactly as listed: the model, its precision and its context length.
- You must hold every license and right needed to serve each model you list, including the right to serve it commercially through Momor.
- You set your prices per million tokens. A price change takes effect 14 days after you make it, so customers have notice.
- You can pause any model at any time.
- Keep the uptime and capacity you committed to in your application. Name an incident contact, and tell Momor about outages that affect customers.
- Momor decides how much traffic each provider receives, weighing price, speed and reliability, and promises no minimum. When your endpoint fails or slows, Momor routes around it and shows you each time it did.

4. Customer content and your data policy

- **Only to answer.** Use customer content only to answer the request it came with. Never use it to train, evaluate or improve models, unless your data policy says you train on prompts.

- **Your data policy binds you.** What you state about logging prompts and responses, training on them, how many days you keep request data, and the regions where you process it is shown to customers, who rely on it to choose providers. Keep to it exactly.
- **Changes go through review.** A change to your data policy takes effect only after Momor reviews it, and customers are shown it.
- **No identification.** Momor never tells you which customer sent a request. Do not try to find out, or to identify anyone in customer content.
- **Security.** Protect customer content with appropriate technical and organizational measures, and limit access to the people who need it to run your service.
- **Incidents.** Tell security@momor.ai without undue delay, and within 72 hours, after you learn of a security incident affecting customer content, and help Momor respond to it.
- **Deletion.** Delete customer content when your stated retention ends, and at once if you stop serving on Momor or Momor removes you.
- **Legal requests.** If a government or court asks you for customer content, tell Momor first unless the law forbids it, and disclose only what the law requires.
- **Your own processors.** Anyone you use to process customer content must be bound by terms at least as protective as these.

For customers, you process customer content on Momor's behalf as one of Momor's subprocessors.

5. Your endpoint credential

Momor stores the credential it uses to call your endpoint encrypted and never shows it again, to anyone, including Momor's staff. Replacing it needs a fresh confirmation that it is you. Rotate it whenever you need to.

6. Earnings and payouts

- **What you earn.** For each request you serve successfully, you earn what the customer was charged for it at your listed price, less Momor's fee as set out in Settings or in your provider agreement. Failed requests, and requests you didn't complete, earn nothing.
- **Kept apart.** Earnings are a separate ledger. They never pay for your organization's own usage, and they are not credits.
- **Statements.** Momor issues a statement each month, per model, with the requests, tokens and amount earned.
- **Payouts.** Momor pays monthly, through Stripe, or by invoice where you have a provider agreement. Stripe collects and holds your identity, bank and tax details; Momor never sees them. You must complete Stripe's checks before you can be paid.
- **Withholding.** Momor may hold or take back earnings from traffic it reasonably believes is fraudulent, abusive or invalid, from requests that broke your data policy or these terms, and from payments customers dispute or reverse.
- **Taxes.** You are responsible for the taxes on your earnings.

7. Stopping and removal

- You can stop serving on Momor at any time. Your models stop receiving traffic within minutes, and earnings to date are still paid, less any amounts withheld under section 6.
- Momor may pause or remove a model or a provider that fails its tests or health checks, breaks these terms or its data policy, or puts customers at risk. It tells you the reason, and gives notice first unless the risk to customers needs immediate action.
- Sections 4, 6 and 8 continue after you stop serving.

8. Responsibility

You will defend and indemnify Momor against claims arising from the models you serve and your right to serve them, your outputs, your breach of your data policy or of these terms, and

security incidents in your systems. The limits on liability in Momor's Business Terms apply to both sides, except that they do not limit your obligations under section 4 or this section.

9. Changes

Momor may update these terms. For a material change, Momor gives at least 30 days' notice before it takes effect. If you do not accept it, you can stop serving before it does.

10. Contact

- Provider questions: support@momor.ai
- Security incidents: security@momor.ai
- Legal notices: legal@momor.ai

Questions about this document: support@momor.ai