

# AI TERMS OF SERVICE

## Effective Date:

These Terms of Service (the "Terms") govern your access to and use of [NAME OF THE AI SERVICE OR] (the "Service"), an artificial-intelligence-powered online service available at [PRIMARY SERVICE URL] and operated by [COMPANY NAME], a Corporation with its principal place of business at [COMPANY ADDRESS] ("Company," "we," "our," or "us"). The individual accessing or using the Service is referred to as "User" or "you."

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT PROVISIONS INCLUDING DISCLAIMERS OF WARRANTY, LIMITATIONS OF LIABILITY, A MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, AND PROVISIONS GOVERNING THE USE OF AI-GENERATED CONTENT.

## 1. Acceptance of Terms

By clicking "I Agree," creating an account, or otherwise affirmatively indicating acceptance of these Terms, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, located at [URL OF THE FULL PRIVACY POLICY] (the "Privacy Policy"), which is incorporated herein by reference. If you do not agree, you must not access or use the Service.

## 2. Eligibility and Age

You must be at least **18 years of age** to access or use the Service. By using the Service, you represent and warrant that you meet this age requirement.

## 3. The Service

The Service uses **experimental artificial-intelligence technology**, including machine-learning models that generate text, images, code, audio, or other outputs in response to user-provided prompts, files, or data. The Service's behavior is probabilistic, not deterministic; outputs may be inaccurate, fabricated, misleading, offensive, or otherwise unfit for any particular purpose. **You must independently verify any Output before relying on it, publishing it, or using it for any consequential decision.**

The Service is intended for personal, non-commercial use and for ordinary commercial use consistent with these Terms. The Company may change, suspend, or discontinue the Service, in whole or in part, at any time, with or without notice.

#### 4. Accounts

You may be required to create an account to access certain features. You agree to provide accurate and complete information and to keep your account credentials confidential. You are responsible for all activity under your account. Notify us promptly at [GENERAL CONTACT EMAIL] of any suspected unauthorized use.

#### 5. Acceptable Use

You agree not to use the Service, and not to permit any third party to use the Service, to:

1. Violate any applicable federal, state, local, or international law or regulation, including export-control laws (15 C.F.R. Parts 730-774), the Computer Fraud and Abuse Act (18 U.S.C. §1030), the CAN-SPAM Act (15 U.S.C. §§7701-7713), or sanctions administered by the U.S. Office of Foreign Assets Control;
2. Transmit spam, chain letters, or unsolicited promotional material;
3. Impersonate the Company, its personnel, another user, or any other person or entity;
4. Engage in conduct that restricts or inhibits any other user's use of the Service, or that exposes the Company or its users to legal liability;
5. Interfere with, disrupt, or attempt to gain unauthorized access to the Service, its servers, networks, or associated systems;
6. Upload, submit, or transmit content that is unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable;
7. Generate content depicting the sexual abuse or exploitation of minors, or any content that violates 18 U.S.C. §§2251-2252A;
8. Submit third-party personal information, confidential information, or protected health information that you do not have lawful authority to submit;
9. Use the Service to make automated, fully-autonomous decisions producing legal or similarly significant effects on individuals without meaningful human oversight;
10. **Use Input, Output, or any derivative of the Service to develop, train, fine-tune, or improve any machine-learning model, large language model, foundation model, or related artificial-intelligence technology that competes with the Service or the Company's offerings (the "No-Training Restriction"). The No-Training Restriction is a material term of these Terms; breach causes irreparable harm for which monetary damages are inadequate;**
11. Generate, reproduce, distribute, or otherwise create synthetic media (including deepfakes, voice clones, or realistic imagery) depicting a real, identifiable person without that person's express, informed, written consent, or in any manner that violates the right of publicity, defamation law, or applicable anti-deepfake legislation;

12. Circumvent, disable, or otherwise attempt to defeat any content-safety filter, guardrail, rate limit, or security measure implemented in the Service, including by means of adversarial prompting, prompt injection, jailbreaks, or other evasion techniques;
13. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, model weights, training data, or proprietary algorithms of the Service; or attempt to extract, exfiltrate, or reconstruct training data through any means, including model-inversion or membership-inference attacks;
14. Any other use that materially and adversely affects the Company or its users.

We may investigate and take action — including suspension or termination — for any suspected violation of this Section 5.

## 6. Content: Input and Output

**Definitions.** "Input" means all content, data, prompts, files, instructions, and metadata that you submit to or through the Service. "Output" means all content generated by the Service in response to Input. "Content" means Input and Output collectively.

**Your responsibility for Content.** You are solely responsible for your Content and for ensuring that your Content complies with these Terms and all applicable laws, including laws relating to intellectual property, privacy, defamation, and obscenity. You represent and warrant that you have all rights necessary to submit your Input and that your Input does not infringe, misappropriate, or violate any third party's intellectual-property rights, privacy rights, publicity rights, or contractual rights.

**Model training — opt-out available.** The Company may use your Input to train and improve its machine-learning models, unless you opt out. You may opt out at any time via your account settings or by contacting [PRIVACY CONTACT EMAIL]. Opt-out takes effect prospectively. Input that has already been incorporated into model training cannot retroactively be extracted; however, upon opt-out we will cease further training use of your Input.

**Output — assignment to user.** As between you and the Company, and subject to your compliance with these Terms, the Company hereby assigns to you all of the Company's right, title, and interest (if any) in and to the Output generated in response to your Input. You acknowledge that, under current U.S. Copyright Office guidance (88 Fed. Reg. 16190 (Mar. 16, 2023)), purely AI-generated content without sufficient human authorship may not be copyrightable, and the Company makes no representation regarding the copyrightability of any Output.

**Output is non-exclusive.** The Service may produce identical, similar, or related Outputs for other users. You acknowledge that Output is not unique to you and that the Company makes no representation of exclusivity.

**AI-disclosure recommendation.** We recommend that you disclose, when you publish or distribute Output, that the content was generated using artificial intelligence. Certain jurisdictions may legally require such disclosure; you are solely responsible for determining and complying with applicable disclosure obligations.

## 7. Intellectual Property

The Service, including all software, models, algorithms, trademarks, logos, documentation, and proprietary content (the "Company IP"), is owned by or licensed to the Company and is protected by U.S. and international intellectual-property laws. Except for the limited rights expressly granted in these Terms, the Company reserves all right, title, and interest in and to the Company IP.

**DMCA.** We respond to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. §512. Our Designated Agent for notices may be contacted at [DMCA DESIGNATED AGENT EMAIL]. Notices must include the elements required by 17 U.S.C. §512(c)(3). Repeat infringers' accounts will be terminated in appropriate circumstances.

**Feedback.** If you provide suggestions, comments, or feedback regarding the Service ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, incorporate, and commercialize the Feedback for any purpose, without compensation or attribution.

## 8. Privacy

Our collection, use, and disclosure of personal information is governed by our Privacy Policy at [URL OF THE FULL PRIVACY POLICY], which is incorporated into these Terms by reference. For privacy inquiries or to exercise statutory privacy rights, contact [PRIVACY CONTACT EMAIL].

## 10. Disclaimer of Warranties

THE SERVICE AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, AND QUIET ENJOYMENT.

**AI-specific hallucination disclosure.** You acknowledge that **Output may contain factual errors, invented citations, fabricated references, biased content, or other misleading information ("AI hallucinations")**. Output is provided for general informational purposes only. You must independently verify any Output before relying on it or publishing it.

## 11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY.

THE COMPANY'S AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS PAID BY YOU TO THE COMPANY FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) **\$100.00** (one hundred dollars and 00/100).

**Carve-outs.** Nothing in this Section limits liability for (i) fraud; (ii) willful misconduct; (iii) gross negligence where unenforceable; (iv) indemnification obligations; or (v) any liability that cannot be excluded under applicable law.

## 12. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates from and against any third-party claims arising out of or relating to: (a) your Content; (b) your breach of these Terms; (c) your violation of any third-party right; (d) your violation of any applicable law; or (e) your negligent or wrongful acts or omissions.

## 13. Term; Suspension; Termination

These Terms remain in effect until terminated. You may terminate by discontinuing use and deleting your account. The Company may suspend or terminate access: (a) immediately, for material breach; or (b) for non-material breach, after providing notice and a **30-day** cure period.

**Data retention after termination.** Within **60 days** after termination, the Company will delete or anonymize your Input and account data, except where retention is required by law or for legitimate fraud-prevention purposes, consistent with the Privacy Policy and, where applicable, Article 17 of the GDPR.

**Survival.** Sections 5 (as to prior conduct), 6, 7, 8, 10, 11, 12, 13, 14, and 15 survive termination.

## 14. Modifications

We may modify these Terms from time to time. For material changes, we will provide at least **30 days** advance notice by email or by prominent in-Service notice. Your continued use after the effective date constitutes acceptance.

## 15. Dispute Resolution

**Informal resolution.** Before any formal proceeding, the parties will attempt in good faith to resolve any dispute by informal negotiation for at least **30 days** after written notice.

**Mandatory binding arbitration.** Except for (i) claims for injunctive relief relating to intellectual property or the No-Training Restriction, and (ii) claims that may properly be brought in small-claims court, any dispute (a "Dispute") will be resolved by final and binding arbitration administered by American Arbitration Association under its AAA Consumer Arbitration Rules. The arbitration will be seated in [VENUE CITY FOR ARBITRATION OR NON], [STATE], conducted in English by a single arbitrator. The Federal Arbitration Act (9 U.S.C. §§1-16) governs.

**Class action waiver.** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**30-day opt-out.** You may opt out of this arbitration agreement by sending written notice to [GENERAL CONTACT EMAIL] within 30 days after first accepting these Terms.

**Jury trial waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

## 16. General

**Governing law.** These Terms are governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

**Force majeure.** Neither party is liable for failures due to events beyond its reasonable control.

**Assignment.** You may not assign these Terms without the Company's prior written consent; the Company may assign freely.

**Severability; no waiver; entire agreement.** If any provision is unenforceable, it will be modified to the minimum extent necessary. These Terms and the Privacy Policy constitute the entire agreement.

**Electronic signatures.** You consent to receive communications electronically under the federal ESIGN Act (15 U.S.C. §7001 et seq.).

**Export controls.** You represent you are not located in any sanctioned country and are not on any U.S. restricted-parties list.

**Contact.**

- [COMPANY NAME]

- [COMPANY ADDRESS]
- General: [GENERAL CONTACT EMAIL]
- Privacy: [PRIVACY CONTACT EMAIL]
- DMCA: [DMCA DESIGNATED AGENT EMAIL]