

**JGGL**

**TERMS OF USE**

Effective Date: June 1, 2026

Last Updated: June 1, 2026

# TERMS OF USE

**IMPORTANT — PLEASE READ CAREFULLY. THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE (SECTION 15), A CLASS ACTION WAIVER (SECTION 15.4), A JURY TRIAL WAIVER (SECTION 15.3), LIMITATIONS OF LIABILITY (SECTION 12), AND A DISCLAIMER OF WARRANTIES (SECTION 11). BY USING THE SERVICE, YOU AGREE TO ALL OF THESE PROVISIONS.**

These Terms of Use (these "**Terms**") are a legally binding agreement between you ("**User**," "**you**," or "**your**") and JGGL Inc., a Delaware corporation ("**Company**," "**we**," "**us**," or "**our**"). These Terms govern your access to and use of the Company's website at [jggl.ai](http://jggl.ai), mobile applications, APIs, and all related services, tools, and features (collectively, the "**Service**").

The Service is a social networking and content creation platform that utilizes artificial intelligence and machine learning technologies. The Service enables users to create, share, and discover audio, music, and other media content within an online community. Core features of the Service include AI-powered tools for generating, customizing, and exporting audio tracks, musical compositions, sound recordings, and related content, as well as social networking features such as user profiles, content feeds, subscriptions, direct messaging, comments, likes, reposts, and other forms of user interaction (collectively, "Social Features"). Content generated through the Service's AI tools and any other content posted, shared, or communicated by users on the platform, including posts, comments, messages, profile information, and media files, is collectively referred to herein as user-generated content ("**User-Generated Content**" or "**UGC**"). AI-generated audio, musical compositions, sound recordings, and related content are referred to as "**Output**." User-provided inputs, prompts, parameters, and uploaded content are referred to as "**Submissions**." Output, Submissions, and all other User-Generated Content are collectively referred to as "**Content**."

**BY CREATING AN ACCOUNT, ACCESSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.**

## 1. ELIGIBILITY AND ACCOUNT REGISTRATION

### 1.1. Eligibility

You must be at least thirteen (13) years of age to use the Service. If you are between the ages of thirteen (13) and eighteen (18) (or the age of legal majority in your jurisdiction), you may only use the Service with the consent and supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are using the Service on behalf of an entity, you represent and warrant that you have the authority to bind such entity to these Terms.

## **1.2.Account Registration**

To access certain features of the Service, you must create an account and provide accurate, complete, and current information. You are solely responsible for: (a) maintaining the confidentiality of your account credentials; (b) all activity that occurs under your account; (c) promptly notifying us at legal@jggl.ai of any unauthorized use. We reserve the right to suspend or terminate any account at any time, for any reason, with or without notice. Each individual or entity may maintain only one free-tier account.

## **1.3.Account Verification**

We may require additional identity verification at any time, including in connection with paid subscriptions, Content ID disputes, or suspected Terms violations. Failure to provide requested verification may result in account suspension or termination.

# **2. THE SERVICE**

## **2.1.Description**

The Service is a social networking and content creation platform that combines AI-powered creative tools with community features. The Service includes, without limitation, the following categories of features:

- (a) AI-Powered Content Creation Tools: generation of musical tracks, stems, vocals, instrumentals, and other audio and media content from text prompts, audio inputs, and other parameters; track customization and editing; stem separation; voice and style transfer; and other AI-assisted creative tools;
- (b) Social Networking Features: user profiles and accounts; content feeds and discovery; subscriptions and followers; likes, reposts, and other engagement tools; direct and group messaging; comments on posts and content; notifications; and other community and social interaction features;
- (c) Content Distribution: publishing and sharing Content within the platform; content visibility settings (public, followers-only, or private); content recommendations and algorithmic feeds; and embedding or sharing Content to third-party platforms;
- (d) Collaboration and Export: collaboration tools for co-creators; export and download functionality; and integration with third-party platforms and services.

Features may vary by subscription tier and may be added, modified, or discontinued at any time. The availability of Social Features does not guarantee any particular audience, reach, or engagement for Content posted on the platform.

## **2.2.Beta and Experimental Features**

The Service may include beta, experimental, early-access, or preview features (collectively, "**Beta Features**"). Beta Features are provided "as is" without warranty, may contain bugs or errors, may be discontinued at any time, and should not be relied upon for production or commercial use. We have no obligation to release a commercial version of any Beta Feature.

### **2.3. Service Modifications**

We reserve the right to modify, update, suspend, or discontinue the Service (or any part thereof), temporarily or permanently, at any time, with or without notice, and without liability to you. This includes the right to change or remove features, alter pricing, impose usage limits, or restrict access to certain functionalities.

## **3. SUBSCRIPTIONS, PAYMENTS, AND CREDITS**

### **3.1. Plans and Pricing**

The Service may be offered through free and paid subscription tiers, as described on the Service's pricing page. Paid plans may operate on a credit-based, subscription, or usage-based model. We reserve the right to change pricing, credit allocations, and plan features at any time upon reasonable notice. Continued use of the Service after a pricing change constitutes acceptance of the new pricing.

### **3.2. Billing and Payment**

If you subscribe to a paid plan, you agree to pay all applicable fees in accordance with your selected plan. Payment processing is handled by third-party payment processors (e.g., Stripe), and your use of such processors is subject to their terms and conditions. You authorize us (through the payment processor) to charge your payment method on a recurring basis for subscription plans. You are responsible for providing accurate, current billing information and for all applicable taxes.

### **3.3. Refunds and Cancellation**

**All purchases of credits, subscription fees, and other payments are final and non-refundable**, except as required by applicable law or as expressly provided in a specific promotion. You may cancel your subscription at any time through your account settings; cancellation will take effect at the end of the current billing period. No refunds or credits will be issued for partial billing periods. Unused credits may expire in accordance with the terms specified at the time of issuance.

### **3.4. Free Tier Limitations**

If you use the Service on a free tier, you acknowledge that: (a) Output generated on the free tier is licensed for **personal, non-commercial use only**; (b) free-tier features and credit allocations may be limited and may change without notice; (c) the Company retains all ownership rights in free-

tier Output; and (d) the Company may display attribution, watermarks, or branding on free-tier Output.

## **4. CONTENT OWNERSHIP AND LICENSES**

### **4.1. Your Submissions**

You retain ownership of your Submissions (e.g., text prompts, lyrics, uploaded audio, vocal recordings, and other materials you provide to the Service). By submitting Submissions to the Service, you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, transferable, perpetual, and irrevocable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, publicly display, and publicly perform your Submissions for the purposes of: (a) operating, providing, and improving the Service; (b) developing, training, testing, and enhancing the Company's AI models, algorithms, and technologies; (c) generating Output; (d) creating aggregate, de-identified, or anonymized datasets; and (e) any other lawful purpose related to the Service. You represent and warrant that you have all necessary rights, licenses, consents, and permissions to grant this license and that your Submissions do not infringe, misappropriate, or violate the rights of any third party.

### **4.2. Output Ownership — Paid Users**

If you generate Output while on an active paid subscription, subject to your compliance with these Terms and full payment of all applicable fees, the Company hereby assigns to you all of its right, title, and interest (if any) in and to such Output, to the extent assignable under applicable law.

#### **Notwithstanding the foregoing:**

- (a) this assignment is subject to the Company's retained license described in Section 4.4;
- (b) this assignment does not include any rights in the Company's underlying AI models, algorithms, software, training data, or technology;
- (c) the Company makes no representation or warranty that Output is protectable under copyright, trademark, or any other intellectual property law (see Section 4.6);
- (d) the Company makes no representation or warranty that Output does not infringe or misappropriate the rights of any third party (see Section 4.7); and
- (e) this assignment terminates retroactively if your paid subscription was obtained through fraud or if you are in material breach of these Terms.

### **4.3. Output License — Free Users**

If you generate Output on a free tier, the Company retains all ownership rights in and to such Output. The Company grants you a limited, non-exclusive, non-transferable, non-sublicensable,

revocable license to use such Output solely for personal, non-commercial purposes. You may not distribute, sell, license, publicly perform, publicly display (except on personal social media with attribution to the Service), or otherwise commercially exploit free-tier Output.

#### **4.4. Company's Retained License**

Regardless of your subscription tier, you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, transferable, perpetual, and irrevocable license to use, reproduce, modify, adapt, display, distribute, and create derivative works from all Output for the purposes of: (a) operating, maintaining, and improving the Service; (b) training, testing, and enhancing AI models and algorithms; (c) creating demonstrations, samples, and promotional materials; (d) generating aggregate analytics and datasets; (e) complying with legal obligations; and (f) any other lawful business purpose. This license survives termination of your account.

#### **4.5. Co-Creator and Collaboration Features**

The Service may include features that enable multiple users to collaborate on generating Output ("**Collaboration Features**"). When you use Collaboration Features: (a) you acknowledge that other collaborators may have rights in the resulting Output as determined by their respective subscription tiers and these Terms; (b) the Company is not responsible for determining, mediating, or adjudicating ownership disputes between collaborators; (c) you are solely responsible for entering into separate agreements with your collaborators regarding ownership, revenue sharing, credits, and other rights; and (d) the Company shall have no liability arising from disputes between collaborators. **You release the Company from any claims, demands, or damages arising from or relating to collaboration disputes.**

#### **4.6. Copyright Uncertainty Disclaimer**

**YOU ACKNOWLEDGE AND AGREE THAT THE COPYRIGHTABILITY OF AI-GENERATED CONTENT IS UNCERTAIN AND EVOLVING UNDER U.S. AND INTERNATIONAL LAW.** The U.S. Copyright Office has indicated that works generated entirely by AI without sufficient human authorship may not be eligible for copyright registration. The Company makes no representation, warranty, or guarantee that: (a) any Output will qualify for copyright protection; (b) any copyright registration application for Output will be approved; (c) you will be able to enforce intellectual property rights in Output against third parties; or (d) the legal status of AI-generated content will not change in ways that adversely affect your rights. **You assume all risk associated with the intellectual property status of Output.** You are solely responsible for determining whether and how to seek copyright registration for Output and for disclosing any AI involvement to the Copyright Office or other relevant authorities as required by applicable law.

#### **4.7. No Guarantee of Non-Infringement**

**THE COMPANY DOES NOT AND CANNOT GUARANTEE THAT OUTPUT WILL NOT INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE THE INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS, OR OTHER RIGHTS OF THIRD PARTIES.** AI models generate Output based on patterns learned from training data, and it is possible that Output may resemble existing copyrighted works, sound recordings, musical compositions, or other protected content. You are solely responsible for: (a) reviewing all Output for potential rights conflicts before use, distribution, or publication; (b) clearing any necessary rights, licenses, or permissions; (c) ensuring compliance with all applicable copyright, trademark, and other intellectual property laws; and (d) assuming all risk and liability for any infringement claims arising from your use of Output. **The Company disclaims all liability for infringement claims arising from Output, and you agree to indemnify the Company for any such claims as set forth in Section 13.**

#### **4.8.Content ID and Fingerprinting**

You shall not register any Output with content identification systems (such as YouTube Content ID, Facebook Rights Manager, or similar systems) in a manner that would result in claims, strikes, or takedowns against other users of the Service or third parties generating similar or identical content through AI tools. The Company reserves the right to terminate your account immediately if you engage in abusive Content ID registration practices.

#### **4.9.User-Generated Content and Social Features License**

In addition to the licenses granted under Sections 4.1 through 4.4 with respect to Submissions and Output, by posting, publishing, sharing, or transmitting any Content through the Social Features of the Service (including, without limitation, posts, comments, messages, profile information, images, videos, and any other media or text), you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly display, and publicly perform such Content in connection with: (a) operating, providing, and promoting the Service, including displaying your Content in feeds, search results, recommendations, and curated collections; (b) marketing and advertising the Service, including using your Content in promotional materials, social media, and press releases (in each case, with or without attribution to you, at the Company's discretion); (c) enabling other users to view, interact with, share, and repost your Content in accordance with the visibility settings you select; and (d) any other purpose related to the operation or improvement of the Service.

Content that you set as "public" may be visible to all users of the Service and may appear in search results, recommendation feeds, and external search engines. Content that you set as visible only to your followers or subscribers will be displayed accordingly, subject to the Company's right to access and review all Content for moderation, safety, and legal compliance purposes. Content shared through direct messaging is visible to the intended recipients and to the Company for the

purposes set forth herein, including moderation and compliance. You acknowledge that any Content posted through the Social Features, including Output generated using the Service's AI tools and subsequently published on the platform, is subject to the same license terms as other User-Generated Content under this Section 4.9, in addition to the applicable terms under Sections 4.2, 4.3, and 4.4.

#### **4.10. Content Visibility and Privacy**

The Service may offer content visibility settings that allow you to control whether your Content is available to all users ("Public"), to your followers or subscribers only ("Followers-Only"), or to specified recipients ("Private"). You are solely responsible for selecting and managing your visibility preferences. The Company does not guarantee that visibility settings will prevent all unauthorized access, copying, or redistribution of your Content by other users or third parties. Notwithstanding your visibility settings, the Company may access, review, and use any Content as permitted under these Terms, including for moderation, safety, compliance, and the purposes described in Sections 4.4 and 4.9.

### **5. PROHIBITED CONDUCT**

You agree that you will not, and will not permit or enable any third party to:

- (a) use the Service to generate Output that infringes, misappropriates, or violates the intellectual property rights, publicity rights, privacy rights, or other rights of any third party;
- (b) use the Service to create deepfakes, voice clones, or imitations of any real person (whether living or deceased) without that person's express written consent, or use any voice transfer or style imitation feature to impersonate any individual;
- (c) use the Service to generate or distribute content that is defamatory, obscene, pornographic, harassing, threatening, abusive, hateful, discriminatory, or that promotes violence, terrorism, self-harm, or illegal activity;
- (d) upload, submit, or transmit any content that you do not have the right to use, including copyrighted material, samples, or recordings for which you have not obtained all necessary rights, licenses, and clearances;
- (e) use the Service to create Output that competes with or is designed to replicate the functionality of the Service;
- (f) use Output to train, develop, or improve any competing AI model, algorithm, or service;

- (g) attempt to extract, reverse-engineer, decompile, disassemble, or otherwise derive the source code, algorithms, training data, model weights, or architecture of the Service or its AI models;
- (h) use any automated system, bot, scraper, crawler, or similar technology to access, monitor, or extract data from the Service, except through our published API in accordance with applicable API terms;
- (i) circumvent, disable, or interfere with any security, rate-limiting, access control, or digital rights management features of the Service;
- (j) transmit any viruses, malware, or other harmful code to or through the Service;
- (k) interfere with, disrupt, or impose an unreasonable burden on the Service or its infrastructure;
- (l) use the Service in violation of any applicable law, regulation, or order, including export control laws, sanctions laws, and intellectual property laws;
- (m) create multiple free-tier accounts to circumvent usage limits or other restrictions;
- (n) sell, resell, rent, lease, or sublicense access to the Service or your account to any third party; or
- (o) attempt to bypass safety filters, content moderation systems, or other safeguards implemented by the Company;
- (p) engage in harassment, bullying, intimidation, stalking, doxxing, or any other behavior directed at another user that is intended to threaten, demean, or cause harm;
- (q) post, share, or transmit through the Social Features any content that constitutes hate speech, promotes discrimination based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability, or any other protected characteristic, or that glorifies violence against any individual or group;
- (r) publish, share, or distribute sexually explicit, pornographic, or non-consensual intimate content through the Service, including in posts, comments, direct messages, or profile information;
- (s) use the Service's messaging, commenting, or other Social Features to send unsolicited commercial communications (spam), engage in phishing, distribute malware, or conduct any form of social engineering against other users; or
- (t) impersonate another user or entity, create fake or misleading profiles, or engage in coordinated inauthentic behavior, including the use of bots or automated tools to artificially inflate engagement metrics such as likes, followers, or reposts.

## **2. Community Guidelines**

In addition to the prohibited conduct set forth in Section 5.1, your use of the Social Features is subject to the Company's Community Guidelines, which may be published and updated from time to time on the Service (the "Community Guidelines"). The Community Guidelines establish detailed rules and standards for user behavior and content on the platform, including but not limited to standards regarding respectful communication, content appropriateness, and prohibited categories of content and behavior. The Community Guidelines are incorporated into and form part of these Terms. Violation of the Community Guidelines shall constitute a violation of these Terms and may result in the consequences described in Section 5.3.

## **3. Content Moderation and Enforcement**

The Company reserves the right, but has no obligation, to monitor, review, screen, and moderate any Content posted, shared, or transmitted through the Service, including through the Social Features. The Company may, in its sole discretion and without prior notice, take any of the following actions in response to Content or conduct that the Company determines, in its sole discretion, violates these Terms, the Community Guidelines, or applicable law, or that the Company otherwise considers harmful, objectionable, or inappropriate:

- (a) remove, disable, restrict, or reduce the visibility of any Content;
- (b) issue warnings or notices to the user;
- (c) temporarily or permanently restrict access to specific features of the Service, including the Social Features, messaging, or posting capabilities;
- (d) suspend or terminate the user's account in accordance with Section 14; and
- (e) report the user's conduct or Content to law enforcement or other competent authorities where required or permitted by applicable law.

The Company may use automated tools, algorithms, human reviewers, or a combination thereof for content moderation. The Company is not liable for any errors, delays, or omissions in content moderation, nor for any Content that is not identified or removed.

## **4. Reporting and Complaints**

The Service provides mechanisms for users to report Content or behavior that they believe violates these Terms or the Community Guidelines, including categories such as spam, harassment, hate speech, copyright infringement, impersonation, and other violations. The Company will review reports in accordance with its internal procedures and will take appropriate action as determined in its sole discretion. The Company is not obligated to disclose the reasons for its moderation decisions or to provide advance notice of enforcement actions, except as may be required by applicable law. Filing false, frivolous, or abusive reports may itself constitute a violation of these Terms.

## **6. VOICE TRANSFER, STYLE IMITATION, AND LIKENESS RIGHTS**

### **6.1.Voice Transfer Features**

The Service may include features that allow you to create, upload, or apply AI voice models or style transfer capabilities ("**Voice Features**"). If you upload voice recordings or create custom voice models, you represent and warrant that: (a) you are the owner of the voice or have obtained express written consent from the voice owner; (b) you have all rights, permissions, and legal authority to create and use a voice model based on such recordings; and (c) your use of Voice Features complies with all applicable laws, including state and federal right of publicity, right of privacy, and anti-deepfake statutes.

### **6.2.Prohibited Uses of Voice Features**

You may not use Voice Features to: (a) impersonate any person without their express written consent; (b) create non-consensual deepfake audio of any real person; (c) spread false, misleading, or defamatory information; (d) engage in fraud, identity theft, or social engineering; (e) create content that constitutes harassment, abuse, or intimidation; or (f) violate any applicable law, including emerging state and federal deepfake and AI disclosure laws. **Violation of this Section 6.2 shall constitute a material breach of these Terms and may result in immediate account termination, legal action, and referral to law enforcement.**

### **6.3.Indemnification for Voice and Likeness Claims**

You agree to indemnify and hold harmless the Company from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising from or related to: (a) your use of Voice Features; (b) any allegation that your use of Voice Features violates a third party's right of publicity, right of privacy, or other rights; or (c) any regulatory action or investigation related to your use of Voice Features.

## **7. THIRD-PARTY CONTENT AND SERVICES**

The Service may integrate with, link to, or incorporate content from third-party platforms, tools, and services (e.g., streaming platforms, DAWs, social media). The Company is not responsible for any third-party content, services, terms, or privacy practices. Your use of third-party services is at your sole risk and subject to their respective terms. The Company makes no representation or warranty regarding any third-party service and disclaims all liability arising from your use thereof.

## **8. COMPANY INTELLECTUAL PROPERTY**

The Service, including all software, source and object code, APIs, AI models, algorithms, model weights, training data and methodologies, user interfaces, designs, graphics, logos, trademarks, trade names, documentation, and all other content and materials (collectively, "**Company IP**"), are and shall remain the sole and exclusive property of the Company and its licensors. Except for the limited licenses expressly granted herein, no right, title, or interest in any Company IP is granted to you by implication, estoppel, or otherwise. You may not use the Company's trademarks, logos, or trade dress without prior written consent.

## **9. COPYRIGHT AND INTELLECTUAL PROPERTY COMPLAINTS**

### **9.1.DMCA Takedown Procedure**

If you believe that content available through the Service infringes your copyright, you may submit a notification to our designated Digital Millennium Copyright Act (DMCA) agent in accordance with 17 U.S.C. § 512(c). Your notification must include: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and its location on the Service; (d) your contact information; (e) a statement that you have a good faith belief that the use is not authorized by the copyright owner; and (f) a statement under penalty of perjury that the notification is accurate and that you are the copyright owner or authorized agent.

**DMCA Agent:** JGGL Inc., Legal Department, 1341 W Mockingbird Ln Suite 600W, Dallas, TX 75247, United States, Email: [dmca@jggl.ai](mailto:dmca@jggl.ai)

### **9.2.Counter-Notification**

If you believe that your content was removed or disabled by mistake or misidentification, you may submit a counter-notification in accordance with 17 U.S.C. § 512(g). The Company will process counter-notifications in accordance with the DMCA.

### **9.3.Repeat Infringer Policy**

In accordance with the DMCA and our internal policies, we will terminate, in appropriate circumstances, the accounts of users who are repeat infringers of intellectual property rights.

## **10. PRIVACY AND DATA**

Your use of the Service is subject to our Privacy Policy, available at [jggl.ai/privacy](https://jggl.ai/privacy), which is incorporated into these Terms by reference. By using the Service, you consent to the collection, use, and disclosure of your personal data as described in the Privacy Policy. You acknowledge that we may collect and process usage data, Submissions metadata, and Output data for the purposes of operating, improving, and training the Service and our AI models.

## **11. DISCLAIMERS OF WARRANTIES**

**THE SERVICE, ALL CONTENT, OUTPUT, AND ALL MATERIALS AND FEATURES PROVIDED THROUGH OR GENERATED USING THE SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.**

**THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:**

**(A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;**

**(B) WARRANTIES THAT OUTPUT WILL BE ORIGINAL, UNIQUE, NON-INFRINGEMENT, OR ELIGIBLE FOR COPYRIGHT PROTECTION;**

**(C) WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS;**

**(D) WARRANTIES REGARDING THE QUALITY, ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY OUTPUT;**

**(E) WARRANTIES THAT OUTPUT WILL NOT RESEMBLE OR CONFLICT WITH EXISTING COPYRIGHTED WORKS, SOUND RECORDINGS, OR MUSICAL COMPOSITIONS;**

**(F) WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND**

**(G) WARRANTIES THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED.**

**YOU ACKNOWLEDGE THAT AI-GENERATED CONTENT MAY CONTAIN ERRORS, ARTIFACTS, OR UNINTENDED SIMILARITIES TO EXISTING WORKS, AND YOU USE SUCH CONTENT ENTIRELY AT YOUR OWN RISK.**

## **12. LIMITATION OF LIABILITY**

### **12.1. Exclusion of Consequential Damages**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE**

**PROVIDERS (COLLECTIVELY, THE "COMPANY PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, REVENUE, OR INCOME; LOSS OF BUSINESS OPPORTUNITIES; LOSS OF DATA OR CONTENT; COST OF PROCUREMENT OF SUBSTITUTE SERVICES; INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BY THIRD PARTIES; DAMAGE TO REPUTATION OR GOODWILL; LOSS OF EXPECTED ROYALTIES OR LICENSING REVENUE; ANY DAMAGES ARISING FROM THE INABILITY TO COPYRIGHT OR PROTECT OUTPUT; OR ANY OTHER DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **12.2. Aggregate Liability Cap**

**THE TOTAL CUMULATIVE LIABILITY OF THE COMPANY PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS YOU HAVE PAID TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).**

## **12.3. Specific Exclusions**

Without limiting the foregoing, the Company Parties shall have no liability for: (a) any intellectual property infringement, misappropriation, or rights violation claims arising from Output; (b) any decision made or action taken by you in reliance on Output; (c) any inability to obtain copyright protection, trademark registration, or other intellectual property rights in Output; (d) any claims by third parties arising from your use, distribution, or exploitation of Output; (e) any Content ID claims, strikes, or disputes arising from Output; (f) any loss or corruption of Submissions, Output, or other data; (g) any dispute between you and your collaborators; and (h) any third-party claims arising from your use of Voice Features.

## **12.4. Essential Basis of the Bargain**

You acknowledge that the fees charged for the Service (if any) reflect the allocation of risk set forth in these Terms and that the Company would not provide the Service without these limitations.

## **13. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- (a) your access to or use of the Service;
- (b) any Output you generate, distribute, publish, or otherwise use;
- (c) your Submissions, including any allegation that your Submissions infringe or violate the rights of any third party;
- (d) any intellectual property infringement, right of publicity, right of privacy, or other rights violation claim arising from your use of Output or Voice Features;
- (e) your breach of any provision of these Terms;
- (f) your violation of any applicable law;
- (g) any Content ID claim or dispute arising from your registration of Output;
- (h) any dispute between you and your collaborators;
- (i) any third-party claim arising from your distribution, licensing, or commercial exploitation of Output; and
- (j) your negligence, willful misconduct, or fraud.

The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification. You shall not settle any claim without the Company's prior written consent.

## **14. TERMINATION**

### **14.1. Termination by You**

You may terminate your account at any time by deleting your account through the Service or by contacting us at [legal@jggl.ai](mailto:legal@jggl.ai). Termination does not entitle you to a refund of any fees paid.

### **14.2. Termination by the Company**

The Company may suspend or terminate your access to the Service at any time, for any reason, with or without cause, and with or without notice. Grounds for termination include but are not limited to: violation of these Terms; fraudulent, abusive, or suspicious activity; inactivity; failure to pay applicable fees; legal or regulatory requirements; or the Company's sole determination that termination is appropriate.

### **14.3. Effect of Termination**

Upon termination: (a) all rights and licenses granted to you terminate immediately, except that the licenses granted by you to the Company under Sections 4.1, 4.4, and 4.9 shall survive in accordance with their terms; (b) you must cease all use of the Service; (c) the Company may delete your account, Submissions, Output, User-Generated Content, and all associated data without liability; (d) you remain liable for all obligations incurred prior to termination; and (e) the following sections survive: 3.3 (Refunds), 4 (Content Ownership and Licenses, including 4.9 and 4.10), 5 (Prohibited Conduct, Community Guidelines, and Content Moderation), 6.3 (Voice Indemnification), 8 (Company IP), 11 (Disclaimers), 12 (Limitation of Liability), 13 (Indemnification), 14.3 (Effect of Termination), and 15 (Governing Law and Disputes).

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

### **15.1. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice-of-law or conflict-of-law provisions.

### **15.2. Binding Arbitration**

**PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS.**

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service (each, a "**Dispute**") shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Consumer Arbitration Rules (or Commercial Arbitration Rules, if applicable). The arbitration shall be conducted by a single arbitrator. The seat of arbitration shall be Wilmington, Delaware. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitrator shall have no authority to award punitive or exemplary damages except as required by statute.

### **15.3. Waiver of Jury Trial**

**YOU AND THE COMPANY EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.**

### **15.4. Class Action Waiver**

**ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, COLLECTIVE,**

**OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS.**

### **15.5. Equitable Relief**

Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights, Confidential Information, or to prevent irreparable harm, without the necessity of proving actual damages or posting a bond.

### **15.6. Statute of Limitations**

**ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR IT SHALL BE PERMANENTLY BARRED.**

## **16. GENERAL PROVISIONS**

**16.1. Entire Agreement.** These Terms, together with the Privacy Policy and any Order Forms or subscription agreements, constitute the entire agreement between you and the Company regarding the Service.

**16.2. Modifications.** We may modify these Terms at any time by posting the updated Terms on the Service and updating the “Last Updated” date. Material changes will be communicated via the Service or email. Your continued use of the Service after any modification constitutes acceptance of the modified Terms.

**16.3. Severability.** If any provision of these Terms is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary, or severed if modification is not possible, and the remaining provisions shall continue in full force and effect.

**16.4. Waiver.** The Company’s failure to enforce any right or provision shall not constitute a waiver of such right or provision.

**16.5. Assignment.** You may not assign these Terms without the Company’s prior written consent. The Company may freely assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

**16.6. Force Majeure.** The Company shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including natural disasters, pandemics, war, government actions, cyberattacks, or infrastructure failures.

**16.7. Export Controls.** The Service may be subject to U.S. and international export control laws. You agree to comply with all applicable export laws and shall not export or re-export the Service or any content to any prohibited country, entity, or person.

**16.8. Electronic Communications.** By using the Service, you consent to receiving electronic communications from us. You agree that all notices, agreements, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

**16.9. No Third-Party Beneficiaries.** These Terms are for the sole benefit of you and the Company. The Company Parties are intended third-party beneficiaries of the indemnification, limitation of liability, and disclaimer provisions.

**16.10. Headings.** Headings are for convenience only and do not affect the interpretation of these Terms.

## **17. CONTACT INFORMATION**

If you have questions about these Terms, please contact:

**JGGL Inc.**

1341 W Mockingbird Ln Suite 600W

Dallas, TX 75247, United States

Email: [legal@jggl.ai](mailto:legal@jggl.ai)

DMCA Agent: [dmca@jggl.ai](mailto:dmca@jggl.ai)

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By creating an account or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use in their entirety, including the binding arbitration provision, jury trial waiver, class action waiver, limitations of liability, and all disclaimers contained herein.