

# Terms of Use

## *Including Agreement to Arbitrate, Waiver of Jury Trial and Class Claims*

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## 1. Introduction

Welcome! You have reached a website provided by iMogul AI, Inc. and/or its designees, affiliates, related entities, divisions, subsidiaries, and/or parent companies (collectively, as applicable, “**Company**,” “**we**,” “**our**,” or “**us**”). We’re glad you’re here, but before we get started, we need you to review some important information. **Please read these terms carefully.**

These Terms of Use (“**Terms of Use**” or “**Terms**”) govern [www.imogul.ai](http://www.imogul.ai), its subdomains, and any portal or other site owned or operated by Company (each, a “**Site**”), any application owned or operated by Company (each, an “**App**”), and any products, goods, events, interactive features, or other services provided by Company (collectively with any Site or App, the “**Services**”). By accessing or viewing a Site, contacting us to inquire about our Services, visiting our locations, or participating in or otherwise using any Services, you agree to these Terms of Use, and you represent and warrant that you are at least 18 years of age. These Terms form a contract between you and Company, and if you are using the Services

on behalf of a company or organization, such company or organization will also be considered a party to these Terms. **Please note that these Terms contain an Arbitration Provision (Agreement to Arbitrate) and a Waiver of Jury Trial and Class Action.**

From time to time, Company may decide to modify, add, or delete portions of these Terms and will post those changes here. If Company does so, your continued use of the Services after any such changes have been made means you agree to such changes. The amended Terms will automatically be effective when posted on this Site. In addition, Company reserves the right to change and improve the features and functionality of the Services at any time, which includes adding, modifying, or removing features and functionality of the Services, or updating how our Services are provided. Company further reserves the right to suspend or terminate the Services for any reason or at any time.

## 2. Privacy Policy

At Company, we are committed to privacy and security, and to providing the best possible user experience for our users. Please view our [Privacy Policy](#), which explains our practices relating to the collection and use of your information through or in connection with the Services. Our use of your information is always governed by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Services, you consent to the collection and use of this information. Our Privacy Policy may provide additional options to opt-out of the sharing of this information depending on the jurisdiction in which you reside.

## 3. Consent to Electronic Communications

By using our Services, you agree that Company may communicate with you electronically regarding your use of the Services and that any notices, agreements, disclosures, or other communications that Company may send to you electronically will satisfy any legal communication requirements, including any requirement that the communications be in writing. To withdraw your consent from receiving electronic notices, please notify us at [support@imogul.ai](mailto:support@imogul.ai).

## 4. Proprietary Policy

### (a) Content

You acknowledge that the Services contain content that is protected by copyrights, trademarks, service marks, trade dress, patents, moral right, or other proprietary rights (“**Content**”), and that these rights are valid and protected in all forms, media, and technologies existing now and hereafter developed. You also acknowledge that unless otherwise provided in these Terms or otherwise indicated on the Services, Company or its licensors own all Content on the Services, including, without limitation, all analyses, videos, text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, trademarks, logos, service marks, artwork, computer code, design, structure, selection, coordination, “look and feel,” and arrangement of such Content. Your use of the Services shall not grant you any claim of ownership over any Content, and you agree to comply with all applicable copyright and trademark laws. You may not modify, transmit, participate in the sale of or transfer of, or create

derivative works based on any Content, in whole or in part. You may print copies of the Content, provided that these copies are made only for personal, non-commercial use, and provided that you maintain any notices contained in the Content, or maintained by the applicable licensor or author, such as all copyright notices, trademark legends, attributions, by-lines, or other proprietary rights notices. You may not store electronically any significant portion of any Content from the Services. The use of Content from the Services on any other site, including by linking or framing, or in any networked computer environment, for any purpose, is prohibited without Company's prior written approval.

For permission to use Content from the Services or from marketing material authored and distributed by Company, you must request written permission in advance and provide full attribution. Permission should be requested by contacting [support@imogul.ai](mailto:support@imogul.ai) or as otherwise instructed by Company.

## **(b) Work Made for Hire**

You hereby acknowledge, certify, and agree that all results and proceeds of every kind of your contributions heretofore and hereafter made on the Services in connection with any motion picture or other audiovisual work owned by Company or any third party and disclosed on the Services (each, a "**Project**"), including without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles, formats, and similar material, music, lyrics, storyboards, recordings, and other material, whether in writing or not, at any time heretofore or hereafter created or contributed by you which in any way relate to any Project (collectively, the "**Results and Proceeds**"), have been specially ordered or commissioned by Company and constitute a work-made-for-hire for Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Results and Proceeds and all rights, title, and interest (whether now owned or hereafter acquired) therein and of the proceeds derived therefrom (collectively, the "**Rights**"). The Rights shall include, without limitation, all copyrights (and all renewals and extensions thereof), neighboring rights, trademarks, and any and all other ownership and exploitation rights in the Results and Proceeds now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration only, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast, and all other rights of communication to the public, and the right to exploit the Results and Proceeds throughout the universe in perpetuity in all media, markets, and languages and in any manner now known or hereafter devised. If the Results and Proceeds, including, without limitation, all rights of every kind relating to any Results and Proceeds, Project, and/or Rights, for any reason, do not or may not fully vest in Company, then to the fullest extent allowable, you hereby exclusively and irrevocably assign and transfer to Company all rights, title, and interest, of any and every kind and nature whatsoever, in and to the Results and Proceeds and any Project (including without in any way limiting the generality of the foregoing, the Rights), in perpetuity throughout the universe. Company will have the right to change, add to, take from, translate, reformat, or reprocess the Results and Proceeds in any manner Company may determine in its sole discretion. To the fullest extent allowable under any applicable law, you hereby irrevocably

waive and/or assign to Company your so-called “moral rights” or “droit moral” or any similar rights that you may now or later have in the Results and Proceeds for any and all uses.

You represent, warrant, and agree that, except for material provided to you by Company in connection with any Project, (i) the Results and Proceeds are and shall be wholly original with you or in minor/incidental part in the public domain throughout the universe, and are not and shall not be copied in whole or in part from any other work, (ii) you have the full right, power, and authority to enter into these Terms and grant all rights in and to such ideas, concepts, and materials granted herein (including without limitation, the Results and Proceeds and Rights) to Company without the consent of any third party, (iii) neither the Results and Proceeds nor the exploitation thereof shall violate or infringe upon, make use of, or borrow from any copyright, trademark, or other intellectual property rights or any other common law, statutory, or other rights of any other person or entity, (iv) the Results and Proceeds do not and shall not constitute libel or defamation against or an invasion of the rights of privacy or publicity of any person or entity, and (v) there is no litigation, whether pending or threatened, or claim, whether pending or threatened, that affects, concerns, relates to, or otherwise touches on the Results and Proceeds or the Rights, and the Results and Proceeds and the Rights are free and clear of any liens, claims, encumbrances, or third-party interests of any kind. You further represent, warrant, and agree that you have not and shall not accept any consideration from anyone other than Company for inclusion of any matter in any Project.

You shall execute, verify, acknowledge, and deliver to Company or shall cause to be executed, verified, acknowledged, or delivered to Company, at Company’s request, such assignments, certificates of authorship, or other instruments as Company may from time to time deem reasonably necessary or desirable to evidence, establish, maintain, protect, enforce, and/or defend any or all of Company’s rights in the Results and Proceeds and Rights. All rights herein granted or agreed to be granted to Company shall vest in Company whether or not any such instrument is requested, executed, or delivered. If you fail to execute and deliver any such instrument after receipt of Company’s request therefor, Company shall have the right to execute said instrument in your name, place, and stead, and Company is hereby irrevocably appointed your attorney-in-fact for such purposes, which power is coupled with an interest, with full power of substitution and delegation. Nothing herein shall obligate Company to use the Results and Proceeds in any manner, or to develop, produce, distribute, advertise, and/or otherwise exploit any Projects or any work based on the Results and Proceeds.

## **5. Account Creation; Risk of Loss**

To access and use certain Services, we may require you to register for an account (“**Account**”). You agree to provide accurate, current, and complete information during the registration process, and to update such information to keep it accurate, current, and complete. You must be at least 18 years of age to create an Account. If you create an Account, you are responsible for maintaining the confidentiality of your password and other Account credentials, and for restricting access to your computer or other device, and you agree to accept responsibility for all activities that occur under your registration, username, password, and/or Account. We therefore urge you not to share your Account credentials with anyone. We may, in our sole discretion, terminate your password, Account (or any part thereof), or use of the Services at any time and for any or no reason. Company will not be liable to you

or any third party for any termination of your access to the Services. If your status as a user of the Services is terminated, you will (i) stop using the Services and any information obtained from the Services, and (ii) destroy all copies of your Account password and other information, and any information obtained from the Services.

## **6. Use of Account and Services; Prohibited Actions**

Through the Services, a registered user may create and manage a profile that may enable the user to showcase their abilities and professional experience, receive updates about particular scripts, interact with other registered users, or participate in other features offered by Company. Those who have not registered may still access certain parts of our Services.

Records of information (“**Records**”), which may include personal information, may be included as part of profiles or as resources as part of the Services. Records may be listed by Company or by a user and may be revised or updated by Company or a user. Company cannot guarantee the accuracy of any such Records as of any particular time, and you rely on any such Records at your own risk. You should only use the Records in connection with legitimate professional work and may not use these Records to send mass mailings or unsolicited material, or to spam any of the individuals or businesses. Such prohibited actions may be a violation of law and of these Terms, with ensuing legal consequences.

You understand and agree that Company may from time to time place limits on the number of devices that can be logged in to the same Account at the same time, in order to protect the security of your Account and prevent fraud, security incidents, or other malicious activity under your Account. The specific limitation on the number imposed, if any, will be determined by Company in its sole discretion. If you log in to the same Account across multiple devices exceeding the aforesaid restriction, we may take measures to verify your identity depending on the circumstances. If you fail this verification, we may refuse to provide further services for your Account.

Company reserves the right to refuse service, cancel service orders, terminate Accounts, or remove or edit content, in its sole discretion. You agree, represent, and warrant that you will provide us with true, current, complete, and accurate information in connection with your use of the Services. You also represent and warrant that you are using your Account for a lawful purpose – you may not use your Account or the Services for the purpose of committing or furthering fraudulent acts or for committing any acts that would give rise to both or either civil and/or criminal liability. You also agree to notify us immediately of any unauthorized access to or use of your Account.

You agree not to access any Site by any means other than through a commercially available web browser. You are not permitted to upload material onto any Site or App that you should know or do know infringes on the intellectual property rights of others, and you may not upload material that places unnecessary load so as to affect the performance of any Site or App, or Company systems and equipment. You may not use the Services in a manner that could block access to, impair, damage, or otherwise disable Company or any of our servers. You may not attempt to gain unauthorized access to the Services or to any other user’s accounts, computer systems, or networks through password mining, keystroke logging, hacking, or any other means. You will not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files, or any other material or software that may

damage the operation of another computer or other device. Any and all materials uploaded are subject to applicable federal, state, and international laws.

## 7. Driving Safety

We are not responsible for use of the mobile phone while driving. Safe driving is your responsibility and should always be your first priority. Use of your mobile phone or other electronic devices while driving can cause distractions, even if you are using hands free devices. Consider turning off your mobile phone and allowing calls to go to voicemail, and never use the Services while driving.

## 8. Security

Violating the security of the Services is prohibited and may result in criminal and civil liability. We may investigate incidents involving such violations and may involve, and will cooperate with, law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or other Services or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, email header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

## 9. Submitted Materials

Please note that the transmission of confidential, sensitive, privileged, and/or financial information via email is not secure. Any confidential or personal information requested by Company should be submitted securely, via a file transfer protocol (FTP) or similar secure application. If you have any concerns about the transmission of such information, please contact our office by phone for further instructions.

Unless specifically requested, Company does not wish to receive any confidential, proprietary, or trade secret information from you via the Services (including via contact email made available on any Site or App). Accordingly, if you send Company any information or creative works, including, without limitation, idea submissions, suggestions, business plans, concepts, or demos in any media including photographs, graphics, audiovisual media, or other material (but excluding any Results and Proceeds, which are subject to the terms of Section 4 above) (collectively, "**Submitted Material**"), and subject to the terms of any separate written agreement between you and Company in connection with the Services, you grant Company a royalty-free, unrestricted, perpetual, irrevocable, non-exclusive, and fully transferrable, assignable, and sub-licensable right and license to use, copy, reproduce, modify, adapt, print, publish, translate, create derivative works from, create collective works from, and distribute, perform, display, license, and sublicense (through multiple levels) the Submitted Material in any media now known or hereafter invented, including for commercial purposes, throughout the universe. In addition to the rights applicable to any Submitted Material, when you post comments or reviews to any Site or App or to our social media, you also grant us the right to use the name that you submit with any review, comment, or other content, in connection with such review, comment, or other content. If you send Company any Submitted Material, you also warrant that the Submitted Material is

not confidential or secret and that the Submitted Material is owned entirely by you. If you send Company any Submitted Material, you warrant that you have all rights necessary (including rights of privacy and rights of publicity) to authorize Company to use Submitted Material as permitted by the license in this section. You shall not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Submitted Material, including reviews, comments, or other content. We may, but shall not be obligated to, remove or edit any Submitted Material (including comments or reviews) for any reason.

## 10. Transactions

### (a) Transactions Generally

If you wish to purchase any product, license, or service made available through any Site, App, or other Services (each, a “**Company Product**,” and collectively, “**Company Products**”), you may be required to provide certain information related to your purchase (each such purchase, a “**Transaction**”), including, without limitation, your method of payment and your billing address. You represent, warrant, and agree that (i) you have the right to use any payment method(s) utilized in connection with any Transaction, (ii) you shall pay all charges that may be incurred by you or on your behalf through the Services at the price(s) in effect when such charges are incurred, and (iii) you shall pay any and all taxes, late fees, and other fees that may apply to your Transaction(s). Verification of information may be required prior to the acknowledgment or completion of any Transaction. We may use service providers to facilitate or fulfill any Transaction. We reserve the right to impose conditions on the honoring of any coupon, promotional code, or similar promotion, and preclude any user from making or completing any Transaction.

The availability, prices, features, uses, and restrictions of Company Products are subject to change at any time with or without notice. The mention or inclusion of any Company Product on any Services does not imply or warrant that that Company Product will be available. Even with our efforts to describe and portray Company Products accurately on the Services, certain Company Products may be mispriced, represented inaccurately, or unavailable. We cannot and do not guarantee the accuracy or entirety of any information, including, without limitation, pricing, product, license, and service descriptions, and availability. We reserve the right to refuse or cancel any order for any reason, including, without limitation, inaccuracies, errors in product, license, or pricing information, order limitations, or problems with any information supplied in connection with any Transaction. The receipt of an order confirmation from us does not constitute our acceptance of an order or our confirmation of an offer to provide a Company Product. We reserve the right to cancel any orders containing use, restriction, pricing, or availability errors, without any further obligation to you except as expressed herein, even following your receipt of an order confirmation. If we cancel your order after you have remitted payment, you will be issued a refund for the amount(s) received, as applicable.

You represent, warrant, and agree to ascertain and abide by all applicable local, state, federal, and international laws, and abide by any applicable license or other agreement with respect to the receipt, possession, or use of any Company Product purchased from the Services.

Except as otherwise agreed by us in writing, all Transactions are final and any Company Products provided by the Services are not eligible for any return, refund, or exchange. A service provider may choose, but is not obligated, to offer refunds, discounts, or other consideration as a discretionary accommodation on a case-by-case basis.

## **(b) Subscriptions**

Certain Company Products may require paid subscriptions and the acceptance of additional terms to access. By signing up for a subscription, you agree that your subscription will be automatically renewed and, unless you cancel your subscription, you authorize us to charge your payment method the applicable rate disclosed to you for the renewal term. We may retry or permit the applicable service provider to retry billing your payment method after a failed attempt to process payment. It is your responsibility to update and maintain the payment method associated with your subscription. We may pursue or permit a third party to pursue any amounts you fail to pay in connection with your subscription. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you. You agree that we can change the terms of the subscription with reasonable prior notice to you and an opportunity for you to cancel.

You may cancel your subscription through your Account settings page, or if you obtain your subscription through a third-party service provider, you will need to cancel your subscription directly with that service provider in accordance with your agreement with that service provider. When your subscription is canceled, you will not receive a prorated refund, but you will continue to have access to the applicable Company Products until the end of the term during which you canceled the subscription. If you cancel your subscription, you still will be required to pay any other expenses incurred by you in the course of using any applicable Company Products.

## **(c) App**

Any App is provided free of charge; however, you may purchase Company Products within the App, and data usage in the App may be large and data charges may apply when you download and use the App over cellular data. You are responsible for all wireless data or service charges in connection with the downloading and use of any App. When using any App outside of the United States, global data charges may apply.

## **(d) Virtual Currency**

In the course of your participation in the Services, you may earn virtual currency on the Services ("**Virtual Currency**"). Company shall determine any activities that may be eligible to receive Virtual Currency, which may include, but will not be limited to, reading scripts and watching table reads. You may use Virtual Currency to vote on casting and scripts, unlock enhanced insights, gain early access to materials, earn placement on leaderboards, receive credit on Projects, or as otherwise established by Company. Company shall determine the quantity of Virtual Currency issued and any other terms and conditions with respect to Virtual Currency. You acknowledge and agree that Virtual Currency has no cash value and is not redeemable for any sum of money from Company.

## 11. Third-Party Websites

Any Site or App may contain links to third-party websites that take you outside of the Services (“**Linked Sites**”). We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for the content of such Linked Sites, nor do we make any warranties or representations, express or implied, regarding the content (or the accuracy, currency, or completeness of such content) on any Linked Sites. When you follow a link to another website, that website will be governed by different terms of use and a different privacy policy. You should be sure that you read and agree to those policies. Your correspondence or business dealings with, or participation in promotions of, third-party advertisers or other third parties found on or throughout the Services, including, without limitation, with respect to the payment and delivery of related products or services and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties and are not binding on us. You agree that we are not responsible or liable for any actions, losses, damages, liabilities, claims, judgments, costs, or expenses of any nature or kind incurred as the result of any such dealings or as the result of the presence of such third parties on the Services, and you agree to indemnify us from and against any claims or actions incurred as the result of any such dealings.

## 12. Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, related entities, divisions, subsidiaries, and/or parent companies, and each of the foregoing’s successors, assigns, and licensees, and the shareholders, members, officers, directors, employees, contractors, representatives, and agents of any and all thereof, from and against any claims, actions, costs, expenses, judgments, losses, damages, fines, penalties, or other liabilities in any way associated with: (i) your use of and access to the Services; (ii) your breach of any representation, warranty, or agreement made by you under these Terms; and/or (iii) your violation of any third party’s right(s) including any copyright, trademark, trade secret, privacy, publicity, or other right related to your Submitted Material (as applicable) or use of the Services.

## 13. Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. COMPANY MAKES NO REPRESENTATION AS TO THE COMPLETENESS, ACCURACY, OR CURRENCY OF ANY INFORMATION ON ANY SITE, APP, OR OTHER SERVICES. THE CONTENT AND INFORMATION FOUND ON ANY SITE, APP, OR OTHER SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR THE PRODUCTS, INFORMATION, OR OTHER SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICES AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATIONS OF PRIVACY, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR EMAILS, ANY APP, OR ANY SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. COMPANY DOES NOT RECOMMEND OR ENDORSE ANY PARTICULAR CONTENT OR SPECIFIC USERS OR PARTICULAR CONNECTIONS BETWEEN USERS. COMPANY IS LIKEWISE NOT RESPONSIBLE FOR ANY INTERACTIONS BETWEEN USERS OR OTHERS THAT

OCCUR OUTSIDE OF THE SERVICES, WHETHER ONLINE OR IN PERSON. IN ALL SUCH CONNECTIONS AND INTERACTIONS, EACH USER AGREES THAT THEY PROCEED AT THEIR OWN RISK.

## **14. Limitation of Liabilities and Remedies**

EXCEPT AS OTHERWISE EXPRESSLY AGREED BY YOU AND COMPANY IN WRITING, IN THE EVENT OF ANY BREACH OR ALLEGED BREACH BY COMPANY, YOUR RIGHTS AND REMEDIES SHALL BE STRICTLY LIMITED TO THE RECOVERY OF ACTUAL MONETARY DAMAGES, IF ANY, IN AN ACTION AT LAW, AND YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO (I) TERMINATE OR RESCIND ANY RIGHTS GRANTED TO COMPANY HEREUNDER, (II) SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF WITH RESPECT TO ANY BREACH OR ALLEGED BREACH BY COMPANY, AND/OR (III) REVOKE, ENJOIN, RESTRAIN, OR OTHERWISE IMPAIR IN ANY MANNER THE EXERCISE OF ANY OF THE RIGHTS HEREIN GRANTED, AND/OR THE DEVELOPMENT, PRODUCTION, BROADCAST, DISTRIBUTION, EXHIBITION, OR OTHER EXPLOITATION OF ANY PROJECT, ANY WORK BASED ON ANY RESULTS AND PROCEEDS OR SUBMITTED MATERIAL, OR ANY ELEMENT OF THE FOREGOING.

TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL COMPANY (OR ITS AFFILIATES, RELATED ENTITIES, DIVISIONS, SUBSIDIARIES, JOINT VENTURES, OR PARENT COMPANIES, OR ITS AND THEIR SUCCESSORS, ASSIGNS, AND LICENSEES, OR THE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND AGENTS OF ANY AND ALL THEREOF) BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE USE OR INABILITY TO USE ANY SITE, APP, CONTENT, OR OTHER SERVICES, INCLUDING ANY LOSS OF REVENUE, PROFITS, OR DATA OR BUSINESS INTERRUPTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY (OR THE AGGREGATE LIABILITY OF ITS AFFILIATES, RELATED ENTITIES, DIVISIONS, SUBSIDIARIES, JOINT VENTURES, AND/OR PARENT COMPANIES, AND/OR ITS AND THEIR SUCCESSORS, ASSIGNS, AND LICENSEES, AND/OR THE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND/OR AGENTS OF ANY AND ALL THEREOF) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR ANY SITE, APP, OR OTHER SERVICES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED \$100. ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST BEGIN WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **15. Release**

Except as otherwise agreed by you and Company in writing, you hereby release Company (and its affiliates, related entities, divisions, subsidiaries, joint ventures, and parent companies, and each of the foregoing's successors, assigns, and licensees, and the shareholders, members, officers, directors, employees, contractors, representatives, and agents of any and all thereof) from any and all actions,

claims, demands, liabilities, and damages (actual and consequential) of every kind and nature, known and unknown, that may arise in relation to the Results and Proceeds or the Submitted Material.

If you have a dispute with one or more users of the Services, you release Company (and its affiliates, related entities, divisions, subsidiaries, joint ventures, and parent companies, and each of the foregoing's successors, assigns, and licensees, and the shareholders, members, officers, directors, employees, contractors, representatives, and agents of any and all thereof) from any and all actions, claims, demands, liabilities, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any such dispute.

To the extent applicable, you acknowledge that you have been advised of and are aware that California Civil Code Section 1542 provides in pertinent part as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You, being aware of said code section and such similar laws, hereby expressly waive any rights you may have thereunder, as well as under any other statutes or common law principles of similar effect.

## 16. Claims of Infringement

Company respects the intellectual property of others and requires that you do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Company will respond expeditiously to notices of alleged copyright infringement that are duly reported to its Designated Copyright Agent identified in the notice below. Company will disable and/or remove access to the Services for users who are repeat infringers. If you believe that your content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Company's Designated Copyright Agent with the following information:

### *DMCA Notice of Alleged Infringement ("Notice")*

- Identify the copyrighted work that you claim has been infringed, or if multiple works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing and provide a description of where the infringing work is located on the Services.
- Provide your mailing address, telephone number and, if available, email address.
- Include both of the following statements in the body of the Notice:
  - "I hereby state that I have a good-faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., fair use)."
  - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.

- Deliver this Notice, with all items completed, to Company's Designated Copyright Agent:

Copyright Agent  
iMogul AI, Inc.  
402 King Farm Blvd, STE 125  
Rockville, MD 20850  
Phone: TBD  
Email: [support@imogul.ai](mailto:support@imogul.ai)

While Company considers all such notices seriously, you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that content or activity is infringing. Accordingly, if you are uncertain whether material infringes your copyrights (including whether use of copyrighted material may constitute fair use) you may wish to seek the advice of an attorney.

## 17. Export Compliance

The Services may be subject to U.S. export control laws and regulations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not use, export, or allow a third party to use or export any Services in any manner that would violate applicable law, including, but not limited to, applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Services.

## 18. Termination

Company reserves the right, in its sole discretion, to restrict, suspend, or terminate these Terms of Use and your access to all or any part of any Site, App, Content, or other Services, at any time and for any reason without prior notice or liability. You may terminate these Terms of Use by discontinuing your access to any Site or App and your use of the Services. Company also reserves the right, in its sole discretion, to cease providing the Services, including, without limitation, any Site or App, at any time.

## 19. Severability

If any provision of these Terms shall be determined to be invalid, illegal, or unenforceable in any jurisdiction for any reason by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, then solely as to that jurisdiction, such provision shall be limited or eliminated to the extent (but only to the extent) necessary to comply with applicable law, and as so modified these Terms shall continue in full force and effect.

## 20. Notice of Arbitration Provision (Agreement to Arbitrate) and Waiver of Jury Trial and Class Action

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Any and all disputes relating to or arising from the Terms of Use or the Privacy Policy, including, without limitation, disputes regarding the validity of this arbitration clause, shall be settled by BINDING ARBITRATION administered by JAMS pursuant to its [Streamlined Arbitration Rules & Procedures](#).

Arbitration provides a private dispute resolution process that is usually more streamlined and less formal than litigation. In an arbitration, your rights will be determined by a neutral third party called an arbitrator, and not a judge or jury. Both you and Company are entitled to fundamentally fair proceedings at every stage of the arbitration, including the hearing (if any). The arbitrator will decide all issues relating to the dispute, including the question of arbitrability, and can grant any relief that a court could grant. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

To the fullest extent permissible by law, any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis and neither you nor Company will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. You should carefully consider this and other provisions of these Terms and have the right to consult legal counsel regarding this provision. If there is any conflict between JAMS rules and the rules set forth in these Terms, the rules set forth in these Terms will govern.

If you are a consumer, as defined by JAMS in its [Consumer Minimum Standards](#), you may request that the arbitration hearing be conducted in the area in which you reside. Otherwise, the hearing (if any) shall take place in Los Angeles, California, United States of America.

## 21. General

These Terms of Use as well as our Privacy Policy will be governed by the laws of the State of California, without reference to its choice of laws rules. The exclusive jurisdiction and venue for any action under these Terms of Use will be in the state and federal courts of Los Angeles, California, unless otherwise prohibited by law. You hereby accept the personal jurisdiction of such courts. You may not assign any rights granted to you or delegate any of your duties hereunder and any attempt to do so is void and of no effect. Company may assign its rights and delegate its duties under these Terms, in whole or in part, to any third party. Nothing in these Terms constitutes a partnership or joint venture between you and Company. Company does not guarantee continuous, uninterrupted, or secure access to any Site, App, or other Services, and operation of any Site, App, or other Services may be interfered with by numerous factors outside of its control. Company's failure to enforce any provisions of these Terms or act with respect to a breach by you or others does not waive our right to enforce any of these provisions or act with respect to subsequent or similar breaches. These Terms of Use, together with any other applicable contracts or click-through agreements you may have entered into regarding any Site, App, or other Services, set forth the entire understanding and agreement between you and Company with respect to the use of the Services, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic). Sections 4 (Proprietary Policy); 9 (Submitted Materials); 12 (Indemnification); 13 (Disclaimers); 14 (Limitation of Liabilities and Remedies); 15 (Release); 19 (Severability); 20 (Notice of Arbitration Provision [Agreement to

Arbitrate] and Waiver of Jury Trial and Class Action); and 21 (General) survive any termination or expiration of these Terms. Additionally, any provision that was, by its nature, intended to survive termination of these Terms will so survive. If these Terms are translated into any other languages, in whole or in part, then, in the event of any conflict, the English language version of these Terms shall control.

## **22. Contact Us**

If you have questions about these Terms or the Services, you may contact Company at [support@imogul.ai](mailto:support@imogul.ai). You may also contact us at:

iMogul AI, Inc.  
402 King Farm Blvd, STE 125  
Rockville, MD 20850

Phone: TBD