

Last Modified: October 24, 2025

These AI Terms of Use (this “**Agreement**”) are a binding contract between you or the entity you represent (“**Customer**,” “**you**,” or “**your**”) and Unnecessary Media, LLC (“**Provider**,” “**we**,” or “**us**”). This Agreement governs your access to and use of the Services. Services provided under this Agreement are for business or commercial, and not personal or consumer, use.

THIS AGREEMENT TAKES EFFECT AT THE EARLIEST OF (1) WHEN YOU CLICK THE “I ACCEPT” BUTTON BELOW, (2) EXECUTE AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR (3) ACCESS OR USE THE SERVICES (the “**Effective Date**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW, EXECUTING AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND IF ENTERING INTO THIS AGREEMENT FOR AN ENTITY OR THIRD PARTY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY OR THIRD PARTY; AND (C) ACCEPT THIS AGREEMENT ON YOUR BEHALF OR ON BEHALF OF THE ENTITY OR THIRD PARTY YOU REPRESENT IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AN ENTITY AND AGREE THAT YOU OR SUCH ENTITY, AS APPLICABLE, ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

## 1. **Definitions.**

- (a) “**AI Customer Input**” means information, data, materials, text, prompts, images, works, code, images and videos (including depictions of the Customer’s likeness), or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services or an AI Feature, including for purposes of creating Customer Customizations.
- (b) “**AI Customer Output**” means information, data, materials, text, images, videos, code, works, or other content generated by or otherwise output from the Services or an AI Feature in response to an AI Customer Input.
- (c) “**AI Feature**” means any feature, functionality, or component of the Services that incorporates, uses, depends on, or employs any AI Technology.
- (d) “**AI Technology**” means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

- (e) “**API**” means any application programming interface Provider makes available in connection with the Services.
- (f) “**Authorized User**” means Customer and Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer under this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- (g) “**Customer Customizations**” means modifications, enhancements, refinements, adaptations, customizations, and derivative works of the Services or AI Features created or developed by Customer or its Authorized Users through fine-tuning, grounding, or similar methods described in the Documentation.
- (h) “**Customer Data**” means AI Customer Input and AI Customer Output including information, data, and other content, in any form or medium, that is submitted, entered, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services, and any outputs based thereon or derived therefrom, including AI Customer Input and AI Customer Output. Customer Data does not include Aggregated Statistics.
- (i) “**Documentation**” means Provider’s end user documentation relating to the Services.
- (j) “**Order**” means an ordering document or online order entered into between you and us that references this Agreement and describes the Services you are subscribing to.
- (k) “**Personal Information**” means information that: (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual’s internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual’s commercial, employment, or education history, and other personal characteristics and identifiers. Customer’s business contact information is not by itself deemed to be Personal Information.
- (l) “**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, process, weigh, perform statistical analysis, retrieve, output, consult, use,

perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “**Processing**” and “**Processed**” have correlative meanings.

- (m) “**Provider IP**” means the Services, AI Features, AI Technology, Training Data, API, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data. Provider IP includes all modifications, enhancements, refinements, adaptations, customizations, improvements, and derivative works of the Services.
- (n) “**Services**” means the services provided by Provider under this Agreement that are detailed on Provider’s website available at <https://unnecessary.ai/> (or any Provider webpage available from or related to such domain) or as reflected in an Order, including the AI Features, AI Technology, or any APIs.
- (o) “**Third-Party Products**” means any products, technology, content, data, services, information, websites, or other materials that are owned by third parties and are included in, incorporated into, or accessible through the Services, including any third-party AI Technology.
- (p) “**Training Data**” means any and all information, data, materials, text, prompts, images, code, and other content that is used by or on behalf of Provider to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of, the Services.

## 2. Access and Use.

- (a) **Provision of Access.** Subject to and conditioned on your payment of Fees and compliance with all terms and conditions of this Agreement, the AUP (as defined hereunder), and applicable law, Provider hereby grants you a non-exclusive, non-transferable right to access and use the Services and access and use Customer Customizations during the Term, solely for your business operations by Authorized Users under these terms and conditions. Provider shall provide you the necessary passwords and access credentials to allow you access to the Services.
- (b) **Adult Content Warning and Consent.** CUSTOMER ACKNOWLEDGES THAT THE NATURE OF THE SERVICES INVOLVES EXPLICIT MATERIALS RELATED TO HUMAN SEXUAL BEHAVIOR AND ADULT CONTENT CREATION, INCLUDING IMAGES, VIDEOS, AND OTHER MEDIA (“CONTENT”), AND THAT EXPOSURE TO SUCH CONTENT—including CONTENT INCORPORATING CUSTOMER’S LIKENESS—is AN INHERENT AND INTEGRAL COMPONENT OF THE SERVICES. CUSTOMER FURTHER UNDERSTANDS THAT USE OF THE SERVICES, SUBMISSION OF ANY LIKENESSES, AND OBSERVATION OF SUCH

CONTENT IS VOLUNTARY AND MAY INVOLVE UNPREDICTABLE OUTCOMES DUE TO THE EVOLVING NATURE OF THE AI TECHNOLOGY.

BY USING THE SERVICES, CUSTOMER VOLUNTARILY, KNOWINGLY, AND OF THEIR OWN FREE WILL (I) ELECTS TO PARTICIPATE IN AND RECEIVE CONTENT GENERATED THROUGH THE SERVICES, (II) CONSENTS TO THE SUBMISSION AND USE OF CUSTOMER'S LIKENESS (OR THE LIKENESS OF THE INDIVIDUAL(S) CUSTOMER REPRESENTS) FOR SUCH PURPOSES, AND (III) AFFIRMS CUSTOMER'S DESIRE TO ACCESS, ENGAGE WITH, AND BE EXPOSED TO CONTENT THAT MAY DEPICT SEXUALLY EXPLICIT MATERIAL, BOTH PROMPTED AND UNPROMPTED.

CUSTOMER HEREBY IRREVOCABLY WAIVES, RELEASES, AND COVENANTS NOT TO ASSERT ANY CLAIM, WHETHER KNOWN OR UNKNOWN, AGAINST PROVIDER OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNS, ARISING OUT OF OR RELATING TO CUSTOMER'S PARTICIPATION IN OR USE OF THE SERVICES, ANY AI CUSTOMER OUTPUTS, OR EXPOSURE TO THE CONTENT.

- (c) **AI Technology Acknowledgment; Right to Review.** You acknowledge and understand that the AI Technology utilizes Processes (including iterative learning) independent of any Provider input and may, regardless of your input, (i) make mistakes; (ii) depict you in a manner that deviates from your prompt; (iii) make certain assumptions, regardless of validity, about your appearance and requests (including, but not limited to, gender, race, ethnicity, age, attire, depictions (including of sexual acts, both individually or with others, nudity, inferences, and fetishes), and physical and non-physical attributes) (iv) produce inconsistent results; (v) not accurately process changes to or inconsistencies with regard to your appearance over time. Provider may provide the option for Customer to resubmit original or submit new AI Customer Input to "retrain" the AI Technology with regard to Customer. Customer understands that any such retraining shall be at Customer's cost and expense to be paid prior to such retraining. You further acknowledge and understand that, because of the unpredictable and inconsistent nature of the AI Technology, among other concerns, Provider reserves the right to review and reject any AI Customer Data prior to delivering any materials to Customer.
- (d) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Services.
- (e) **Use Restrictions.** You shall not use the Services or Customer Customizations for any purposes beyond the scope of the access granted in this Agreement. You shall

not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Provider IP, in whole or in part, except to create Customer Customizations in accordance with this Agreement and the Documentation; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, or duplicate the Services, reproduce Training Data other than Customer Data, engage in model extraction, or otherwise attempt to derive or gain access to any source code, algorithm, model, model weights and parameters, or other underlying AI Technology or component of the Services, in whole or in part; (iv) access or use the Services or any AI Customer Output to develop, train, or improve any other AI Technology, except that you may use AI Customer Output to create Customer Customizations in accordance with this Agreement and the Documentation; (v) use web scraping, web harvesting, web data extraction or any other method to extract data from the Services or any AI Customer Output; (vi) remove any proprietary notices from the Services or Documentation; (vii) use the Services to create or generate AI Customer Output, or use AI Customer Output in a manner, that you know or should know infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (viii) submit, enter, post, or otherwise Process any Personal Information through the Services unless you have obtained all legally required rights and consents and assume all responsibility for such Processing. You acknowledge that the Services are not intended for, and Provider does not take responsibility for, the processing of Personal Information in a manner that would impose obligations under data protection laws. Customer acknowledges that Provider does not act as a data processor or data controller on behalf of Customer under any privacy or data protection laws, and Customer shall ensure that its use of the Services complies with all applicable data privacy obligations, including any requirements to notify, obtain consent from, or provide rights to individuals whose Personal Information is submitted

- (f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You agree that Provider may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law.
- (g) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual

property rights or other right, title, or interest in or to the Provider IP or Third-Party Products.

- (h) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily or permanently suspend Customer's and any other Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP, to Provider, or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Provider's provision of the Services to Customer or any other Authorized User is prohibited by applicable law; or (F) Customer is using the Services in material violation of Section 2(c) or the AUP; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access and use the Services; or (iii) in accordance with Section 4 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is curable and cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.
- (i) **Identity Verification.** Provider reserves the right, but shall not be obligated, to implement identity verification, compliance audit procedures, or consent validation measures in its sole discretion. Customer acknowledges that failure to comply with such requirements, if implemented, shall constitute a material breach of this Agreement and may subject Customer to further Provider and third-party claims.

### 3. **Customer Responsibilities.**

- (a) **Acceptable Use Policy; Provider Policies.** The Services, including any Customer Data, may not be used in violation of Provider's Acceptable Use Policy ("**AUP**") (as may be amended from time to time) set forth at the end of this Agreement. You shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, requirements, and policies that may be posted on <https://unnecessary.ai/> (or any Provider webpage available from such domain) from time to time, which are hereby incorporated herein by reference, and the AUP. Provider expressly reserves the right to reject any prompt, theme, or request in its sole discretion
- (b) **Account Use.** You are responsible and liable for any and all use(s) of the Services and Documentation resulting from access provided by you, directly or indirectly,

whether that access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use best efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. Customer acknowledges that Customer has no expectation of privacy in connection with the use of the Services, including in relation to Customer Data submitted or AI Customer Output received.

- (c) **Responsibility for Customer Input.** For purposes of this Agreement, including all licenses, waivers, representations, warranties, and indemnities, any reference to "you," "Customer," or "Authorized User" shall extend to and include any individual whose likeness is submitted, uploaded, or otherwise provided by or on behalf of Customer, regardless of whether such individual is the Customer or a third party. Customer represents and warrants that Customer has obtained all legally required rights, consents, and authority to submit any such likenesses. Customer is solely responsible for any use of the Services involving another individual's likeness, and acknowledges that any misuse, misrepresentation, or unauthorized use constitutes a material breach of this Agreement.
- (d) **Use of AI Customer Output.** You are solely responsible for (i) evaluating (including by human review) AI Customer Output for accuracy, completeness, and other factors relevant to your use before using, distributing, or relying on the AI Customer Output, and (ii) your decisions, actions, and omissions in reliance, in use of, or based on the AI Customer Output.
- (e) **Passwords and Access Credentials.** You are responsible for keeping your passwords and access credentials associated with the Services confidential. You shall not sell or transfer them to any other person or entity. You shall promptly notify us about any unauthorized access to your passwords or access credentials.
- (f) **Third-Party Products.** The Services may permit access to Third-Party Products. For purposes of this Agreement, these Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance by website link or otherwise. The Services may also include or incorporate Third-Party Products licensed or provided by third parties that require us to pass through additional terms to you. You shall comply with all such applicable pass-through terms as such terms may be updated, modified, or added from time to time. We may add or remove Third-Party Products from time to time. If you do not agree to abide by the applicable terms for any Third-Party Products, then you should not install, access, or use these Third-Party Products or any Services that include or incorporate these Third-Party Products.

- 4. **Fees and Payment.** Customer shall pay Provider the fees as described on <https://unnecessary.ai/> (or any Provider webpage available from or related to such domain)

("Fees") as set forth on any such webpage. Customer shall make all payments hereunder in US Dollars prior to being allowed access to the Services. In the event (i) Customer selects for recurring monthly payment, Customer hereby authorizes Provider to charge Customer such monthly fee and agrees to pay such monthly fee; or (ii) that Provider permits payment after Services are accessed or rendered, and Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if the failure continues for five (5) days or more, Provider may suspend, under Section 2(f), Customer's and all other Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. **Confidential Information.** From time to time, Provider may disclose to Customer certain non-public, proprietary, or confidential information related to Provider's business, operations, products, technologies, or services, including but not limited to Provider IP, whether disclosed orally, visually, or in written, electronic, or other tangible form, and whether or not marked as confidential at the time of disclosure ("**Confidential Information**"). Customer shall (i) maintain the confidentiality of all Confidential Information; (ii) not disclose Confidential Information to any third party without Provider's prior written consent; and (iii) use Confidential Information solely to exercise its rights or perform its obligations under this Agreement. Customer may disclose Confidential Information only to its employees or agents who have a need to know such information and who are bound by confidentiality obligations no less protective than those set forth in this Agreement. Customer shall be responsible for any breach of this Section by its employees or agents. The obligations in this Section 5 do not apply to any information that: (a) is or becomes generally known to the public without breach of this Agreement; (b) was known by Customer at the time of disclosure without restriction; (c) is lawfully obtained by Customer from a third party who was not under any obligation of confidentiality; or (d) is independently developed by Customer without use of or reference to the Confidential Information. Customer may disclose Confidential Information to the extent required by applicable law, regulation, or valid court order, provided that Customer gives Provider prompt written notice (to the extent legally permitted) and cooperates in seeking a protective order or other appropriate remedy. All Confidential Information is and shall remain the sole property of Provider. Nothing in this Agreement grants Customer any rights in or to Confidential Information except as expressly set forth herein. The obligations set forth in this Section shall survive termination of this Agreement for so long as the Confidential Information remains confidential or qualifies as a trade secret under applicable law.

6. **Intellectual Property Ownership; Publication; Feedback.**

- (a) **Provider IP.** Customer acknowledges that, as between Customer and Provider, subject to Section 6(b) with respect to Customer Data incorporated into Customer Customizations, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, for Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- (b) **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, except as set out in Section 6(a) with respect to Provider IP and Third-Party Products incorporated into AI Customer Output and subject to the license granted herein. Customer hereby grants to Provider a perpetual, exclusive, royalty-free, worldwide license to, without further notice to Customer, (i) use, reproduce, distribute, and otherwise use and display the Customer Data and Process the Customer Data as may be necessary for Provider to provide the Services to Customer; (ii) use, reproduce, display, and distribute, in whole or in part, any content, including AI Customer Data, publicly shared by Customer online in which Provider is tagged or otherwise identified (without any obligation to remove or modify any such reposted content except as may be required by applicable law); and (iii) use, modify, and adapt AI Customer Data to train, develop, adapt, modify, enhance, or improve the Services, AI Features, AI Technology, Training Data (collectively, “**AI Training Materials**”) and other products or services. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY USE OF THE CUSTOMER DATA TO TRAIN OR DEVELOP THE AI TRAINING MATERIALS MAY RESULT IN THE CUSTOMER DATA BEING IRREVOCABLY INCORPORATED INTO AI TRAINING MATERIALS. ACCORDINGLY, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT PROVIDER IS AND SHALL REMAIN THE SOLE AND EXCLUSIVE OWNER OF THE AI TRAINING MATERIALS REGARDLESS OF WHETHER ANY CUSTOMER DATA IS INCORPORATED INTO AI TRAINING MATERIALS. UNDER NO CIRCUMSTANCE SHALL CUSTOMER HAVE ANY RIGHT, TITLE, INTEREST, OR CLAIM TO ANY PROVIDER IP INCLUDING THE AI TRAINING MATERIALS. Notwithstanding anything in this Agreement to the contrary, (i) unless prohibited by applicable law, we may delete Customer Data at any time if we determine that Customer Data violates the terms of this Agreement or that deletion is necessary to comply with applicable law; (ii) Customer acknowledges that, in the event that any AI Customer Output is deemed to be derivative of Provider IP, Customer shall not acquire any copyright, authorship, or proprietary interest in any Provider IP; and.
- (c) **Attribution; Waiver.** Customer shall have no right to receive attribution or authorship credit in connection with any Customer Data, Training Materials, or other work, materials, or deliverables and expressly waives, and to the extent permitted by applicable law, will cause to be waived any other individual whose

likeness is incorporated into the AI Customer Input, any right of publicity or moral right in connection with the use, reproduction, display, or derivative use of such likeness(es) by Provider. Subject to the foregoing, any instance(s) of attribution or credit provided to Customer shall be at Provider's sole discretion and shall not be deemed to (a) confer any ownership or license rights in or to the Provider IP; (b) create any Provider obligation for future attribution or credit to Customer; (c) imply any authorship or joint ownership by Customer; or (d) serve to waive any of Provider's rights contained herein or the Customer waiver set forth hereabove. Provider reserves the right, at any time in its sole discretion to remove any, attribution, tags, or publication, or to otherwise anonymize any Customer Data.

- (d) **Feedback.** If you or any other Authorized User sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use that Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your Authorized Users to assign to us, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we have no obligation to acknowledge receipt of or use any Feedback.

## 7. **Limited Warranty and Warranty Disclaimer.**

- (a) **Limited Provider Warranty.** Provider warrants that the Services will reasonably conform in all material respects to the Documentation when accessed and used by Customer in accordance with this Agreement. Your sole remedy and Provider's sole liability for breach of the foregoing warranty is for Provider to use reasonable efforts to correct the Services to conform to the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- (b) **Customer Warranty.** You represent, warrant, and covenant that (i) you own or otherwise have and will have all necessary rights, permissions, and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, it does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy, or other rights of any third party or violate any applicable law, and (ii) no Customer Data contains or will contain any Personal Information in violation of this Agreement.
- (c) EXCEPT FOR THE LIMITED WARRANTY SET OUT IN Section 7(a), THE SERVICES AND AI CUSTOMER OUTPUT ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND (1) AS TO THE LEGALITY OR NON-INFRINGEMENT NATURE OF AI CUSTOMER DATA (THE SOLE RESPONSIBILITY OF WHICH SHALL BE CUSTOMER'S); (2) THAT THE SERVICES OR AI CUSTOMER OUTPUT COMPLIES WITH THE LAWS OF ANY SPECIFIC JURISDICTION; OR (3) THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING ANY AI OUTPUTS, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE THAT, GIVEN THE NATURE OF THE SERVICES AND AI TECHNOLOGY, AI CUSTOMER OUTPUT (I) MAY BE INACCURATE, MISLEADING, BIASED, OR OFFENSIVE, (II) MAY BE THE SAME AS OR SIMILAR TO OUTPUT THE SERVICES GENERATE FOR OTHER CUSTOMERS, (III) MAY NOT QUALIFY FOR INTELLECTUAL PROPERTY PROTECTION, (IV) MAY BE SUBJECT TO THIRD PARTY TERMS, INCLUDING, AS APPLICABLE, OPEN SOURCE LICENSES, AND (V) DO NOT NECESSARILY REFLECT, AND MAY BE INCONSISTENT WITH, PROVIDER'S AND THIRD-PARTY PROVIDERS' VIEWS.

8. **Indemnification.** Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Provider resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (i) that the AI Customer Input or other Customer Data infringes or misappropriates such third party's intellectual property or other rights; (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement, the AUP, or applicable laws; or (iii) based on Customer Customizations; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
9. **Limitations of Liability.** EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED

COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**10. Term and Termination.**

- (a) **Term; Termination.** These Terms remain in effect while you use the website or Services. We may suspend or terminate your access at any time, with or without notice, for any reason.
- (b) **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before that expiration or termination or entitle Customer to any refund for a reason other than set forth hereunder. Provider may permanently delete Customer Data and Customer Customizations from the Services and all systems Provider controls, unless otherwise required by applicable law. Notwithstanding the foregoing and for the avoidance of doubt, Provider shall not be obligated to delete, destroy, or disable any modifications, developments, or improvements to the Services, AI Technology, or AI Features or any other products or services resulting from Provider's use of Customer Data.
- (c) **Survival.** This Section 10(c), Sections 1, 2(b), 2(c), 2(e), 2(f), 2(g), 2(h), 3, 4 (to the extent any Fees remain outstanding), 5, 6, 7, 8, 9, 10(d), 11, 12, 13, 14, 15, 16, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive termination.
- (d) **Refunds.** UM may provide a refund for amounts that it determines were received (i) due to a duplicate charge made in error; (ii) due to a fraudulent charge in our or our vendors' system(s); or (iii) if required by applicable law. Subject to the foregoing, subscription fees are non-refundable. This policy allows us to maintain affordable pricing for all users. Your statutory consumer rights remain unaffected by this policy.

11. **Complaints; Billing Inquiries.** If you have any concerns, complaints, or disputes regarding the website or any content or Services, please contact us at support@unnecessary.ai with a detailed description of your complaint. We will review and respond in good faith within a reasonable time. If you have a billing inquiry, please contact us at billing@unnecessary.ai.
12. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You are responsible for reviewing and becoming familiar with any modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.
13. **Export Regulation.** The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services or the software or technology included in the Services to, or make the Services or the software or technology included in the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the software or technology included in the Services available outside the US.
14. **US Government Rights.** To the extent that each of the software components that constitute the Services and the Documentation is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.
15. **Arbitration; Waiver of Jury Trial.** At Provider’s sole discretion, Provider may require that you to submit any disputes arising from this Agreement or use of the Services, including disputes arising from or concerning interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY. CUSTOMER AGREES THAT ANY DISPUTE SHALL BE RESOLVED ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.
16. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency

between the body of this Agreement and the Order, the body of this Agreement controls unless the parties expressly indicate in the Order an intent to deviate from the terms of this Agreement. Any notices to us must be sent to our corporate headquarters and must be delivered either in person, certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Provider may act as a service provider under 17 U.S.C. § 512 and will process valid DMCA takedown notices and counter-notices in accordance with its policies and applicable law. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder. The headings in this Agreement are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

# Acceptable Use Policy (AUP)

## Introduction

This Acceptable Use Policy (“**AUP**”) governs your access to and use of any service (the “**Service**”) provided by Unnecessary Media, LLC or any of its affiliates that enables you to upload images of yourself—or of another adult you legally represent—for the purpose of generating artificial images that may depict nudity or simulated sexual behavior.

By using the Service, you affirm and represent that you are at least eighteen (18) years of age, and that you have read, understood, and agree to be bound by this AUP. If you do not agree, or if you do not meet the age or legal authority requirements, you may not access or use the Service.

## Eligibility and Legal Representation

You may only use the Service if:

- you are at least 18 years of age, you are submitting your own likeness, and your use of the Services are in full compliance with all applicable laws, the Agreement, and this AUP; or
- you have legal authority to act on behalf of another adult (at least 18 years old) whose likeness is being submitted;
- you have obtained clear, informed, and documented consent from any individual whose image you upload and can provide such documentation upon request; and
- your use of the Services are in full compliance with all applicable laws, the Agreement, and this AUP.

## Prohibited Uses

You agree **not** to use the Service:

- to upload any image of a person under 18 years of age, or any image that appears to depict a minor, regardless of actual age;
- to create, download, possess, or distribute content that is illegal, including but not limited to non-consensual pornography, deepfakes involving public figures, or any content that violates applicable obscenity, privacy, or consent laws;
- to misrepresent your (i) identity, (ii) age (or identity or age of any individual you purport to represent), or (iii) authority to act on behalf of another adult;

- to upload any image of any person other than yourself or an individual that you legally and lawfully represent;
- to impersonate, exploit, or harm any person;
- to infringe upon the intellectual property, publicity, privacy, or moral rights of any third party;
- to engage in any activity that is fraudulent, deceptive, harassing, defamatory, obscene, hateful, or otherwise unlawful; or
- in any manner that would expose Provider, its affiliates, or users to legal liability.

### **Informed Use**

You acknowledge and understand that:

- the Services and AI Features use artificial intelligence to generate synthetic images that may depict explicit or sexual content based on the input provided;
- generated content is not real and does not depict actual events;
- these images may be stored or logged for moderation, abuse prevention, or product improvement; and
- you are solely legally responsible for any content you create, share, download, or distribute using the Services.

### **Consent and Documentation**

If you upload an image of another person, you must have verifiable legal authority to act on their behalf and must maintain documentation of:

- the individual's age at the time of such use of the Services (must be at least 18 years old);
- the individual's express, informed, written consent for both image upload and use in AI-generated sexual or nude depictions; and
- the scope and duration of the consent.

Provider reserves the right to request this documentation and may immediately suspend or terminate access for non-compliance.

## **Monitoring and Enforcement**

Provider may, in its sole discretion:

- monitor usage for compliance with this AUP;
- remove, restrict, or suspend content or user access for any violation with the Agreement, this AUP, or any applicable law;
- cooperate with law enforcement or regulatory authorities when legally required or reasonably necessary; or
- retain and share records of use in accordance with applicable laws and the Privacy Policy.

## **Disclaimers and Liability**

You waive and release Provider, its affiliates, and its service providers from any liability arising from:

- any content, including AI Customer Input and AI Customer Output, uploaded or created using the Services;
- claims based on misuse, impersonation, defamation, emotional distress, or any other claims or Losses based on your use of the Services; or
- action taken in enforcement of this AUP.

## **Changes to the Policy**

We may update this AUP at any time. Continued use of the Services after such changes constitutes acceptance of the revised terms.