

Terms of Service

Welcome, and thank you for choosing AI Pal Chat, Inc. as your go-to provider for cutting edge artificial intelligence software products and audio and visual alteration-enabled entertainment. We look forward to providing you with great services and products including our latest application, AI Pal Chat.

AI Pal Chat is a mobile application-based tool for applying various filters to voice recordings. AI Pal Chat is presently available through the Apple App Store.

These Terms of Service (the “Terms of Service” / “ToS” / “ Agreement”) govern the use of the AI Pal Chat app (“AI Pal Chat” / “App”) as well as the AI Pal Chat website aipal.chat (“Website”) and all services and products provided or otherwise made accessible through either of them (collectively “Services”).

The Website and Services and all Content therein, are, unless otherwise designated, owned by AI Pal Chat, Inc., Inc, a Delaware corporation (“AI Pal Chat, Inc. ”, “we” / “us” / “our ”). These Terms of Service, together with any documents they expressly incorporate by reference, are a legally binding agreement governing our relationship with all Users and visitors of the Website and their use of any Content, functionality and Services offered by AI Pal Chat, Inc.. As this is a legally binding document, we ask that you please read it carefully and in full, and that if you do not consent to any of the

provisions provided herein, that you please refrain from using our Services, App or our Website.

By using the App, Services or the Website, and via your click-through consent for the same, you accept and agree to abide by these Terms of Service and our Privacy Policy available at aipal.chat/privacy, which is incorporated herein by reference.

1. Who We Are and What We Do

WHAT WE ARE: AI Pal Chat, Inc. develops and owns various software based products and services including our most recent application-based product, AI Pal Chat, which is available through the App Store and may be accessed [here](#). Our suite of Services are intended to enhance User entertainment and customization experiences for User-generated audio and visual Content which they may then share and utilize throughout their social media and web-presences.

In addition to these ToS, all uses of AI Pal Chat, including purchases and downloads, are subject to the terms and conditions applicable to the Apple App Store and all Users must review and consent to those terms. As such, Users accessing or utilizing the AI Pal Chat application must have an active Apple App Store account in order to download and install AI Pal Chat and must maintain such account and abide by all applicable terms of service/use, privacy terms and other terms associated with such account.

For all 'free to use' versions of AI Pal Chat, our Users are not required to have a separate account with us, but certain paid premium features may require account establishment.

AI Pal Chat is one of our Services and an application which allows Users to alter and enhance their own generated Content through the use of pre-fabricated video and audio filters which we provide as built-in to the AI Pal Chat app as well as through our Services and Website otherwise.

In certain cases, filters which we provide to Users may also be 'sponsored' which means that they have been created by or in cooperation with one or more of our affiliates or strategic marketing partners, including, in certain cases, for the exchange of separate financial compensation. Where this applies, the given filters are notated on the User accessible features of the Website and AI Pal Chat as "Sponsored".

WHAT WE ARE NOT: AI Pal Chat, Inc. is not a licensing or clearance agency nor are we a promotional entity for any other company. We are an independent developer and organization which creates and provides 'free to use' Content for Users to alter and enhance their own audio and video material for their own personal use thereafter. We do not require User payments for the accessing or use of the basic features of our Services and Content but in certain cases we may have premium features available which are usable and accessible upon paid subscriptions and/or singular purchase transactions. In addition, while these ToS do govern our Website, most of our Services,

including AI Pal Chat, are exclusively available for usage-access as an application and accordingly, even if you consent to these ToS upon visiting our Website, you will still be required to confirm your consent to these ToS when downloading and accessing our App.

2. Definitions

Content means any material, existing or having existed on or as part of our App, our Website or delivered through any of our Services in any fashion and from any origin and in any form whether digital, electronic, posted, deleted, archived, embedded, linked or contained in any subpage of our Website, any part of our App or Services or existing as data, designs, text, images, graphics, video recording, or code whether object, source or otherwise, and without limitation may generally be considered material which we have provided on or as part of the same, or which Users have provided, posted or uploaded to any of them.

Services means all programs, resources, tools, and usable Content provided by us as part of our App or otherwise available through our Website.

Subscriber means any party or parties purchasing a subscription to Services provided by AI Pal Chat, Inc., including as provided and otherwise available through our Website, whether said party is a business entity or an individual.

User shall include any and all Subscribers and any person or party using any of the Services or accessing any of the Content.

3. Minimum age requirement

Our Services are not intended for individuals who are under thirteen [13] years old. If you are under 13, you shall not use the App, our Website nor our Services and we will not be responsible for your use of the App, Website or the Services. Further, any party allowing any person who is under the age of 13 to utilize this App, Website or the Services shall be in material breach of these ToS and may, without limitation, have any associated permission, subscription or other license which they hold or enjoy for accessing and using our App, Website and/or Services, immediately revoked.

4. Subscriptions

The Services of AI Pal Chat, Inc. are primarily free to use and thus do not require subscriptions. However, in certain cases we make some features available from time to time which will be on a paid-subscription basis as premium Services. With respect to AI Pal Chat, these premium services may include additional features such as 'subscription only' filters, functionality to allow for the removal of AI Pal Chat, Inc. watermarks from our applied filters, and superior processing and Content saving capabilities for applied and generated filters.

Unless specifically provided for otherwise in a signed writing by an authorized officer of AI Pal Chat, Inc., any and all subscriptions shall be available from the date of purchase on either a paid monthly or annual basis, or where available,

for a one-time fee granting perpetual use (subject to our terms regarding termination), and shall constitute non-exclusive, revocable, non-sublicensable, licenses to access and use the Services and Content made available through such purchased Subscription, subject to all rights, restrictions and terms stated herein, including the absolute right of AI Pal Chat, Inc. to provide equivalent substitute Services as commercial practicability may require.

Except as otherwise specifically discussed herein, no purchased Subscriptions shall be sublicensable or resellable in any fashion.

Subscription pricing shall be posted and made available at the point of sale; specific pricing terms and scope of Services subscribed to, may be set by AI Pal Chat, Inc. at the time of purchase by the concerned Subscriber and may be altered at any time as applicable to future payments due during any subscription period unless prepaid or guaranteed at a certain rate for a certain period of time. Payments for subscriptions are not refundable except in such case that upon subscription purchase, the premium Content and Services is never provided nor made accessible, in which case, the concerned purchasing User must abide by the procedures for obtaining a refund through the sales platform (App Store, etc.).

5. User Accounts

5.1. Accounts. Free to use Services of AI Pal Chat, Inc. do not require User account creation. However, where subscription Services are purchased, Users

may first be prompted to create and confirm their accounts with us and to provide certain registration details. In such case, it shall be a condition for the use of our Services that all the information provided by Users upon creation and confirmation of the concerned accounts must be correct, current and complete. All personal information provided by the Users shall be governed by our Privacy Policy.

5.2. Security of Username and Password. In all cases of creating and maintaining an account or otherwise accessing the Services, Users must treat their Username, password and other personal account information confidential, and must not disclose them to any other person or entity. Users agree to notify AI Pal Chat, Inc. immediately of any unauthorized access to or use of their Username or password or any other breach of security and to defend, indemnify and forever hold harmless AI Pal Chat, Inc. in any event that such breach is the result of that User's breach of these ToS.

5.3. Account Termination. We reserve the right to terminate/suspend any User account and/or User access to any of the Services, if we consider doing so necessary, for any reason or no reason, without limitation, including by way of any violation of these Terms of Service or any other agreement between AI Pal Chat, Inc. and a User, or the order/request of any regulatory, investigatory, law enforcement, government or judicial agency/entity. You agree to release us now and forever from any and all liability incurred by you as a result of our termination/suspension of your account and that you shall indemnify, defend and otherwise hold us harmless for any liability, claims, damages, liens,

penalties, fines or fees (including attorney's fees and/or accounting fees) which we incur or are brought against us by any party as a result, either directly or indirectly of our decision to terminate your account or that of any other.

6. Right to Amend

6.1. Right to Amend the Website and Services. We reserve the right to amend the App, the Website and the Services, and any feature, functionality or material that we provide through the App, the Website and/or the Services, at our sole discretion. We will not be liable if for any reason our App, Website or Services are unavailable in whole or in part at any time or for any period. From time to time, we may restrict access to some parts of the App, the Website and/or Services, or all of them.

6.2. Right to Disable Username and Password. We have the right to disable any Username, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Service.

7. Intellectual Property Rights

7.1. Intellectual Property Rights Ownership. Subject to Section 10 below, the App, the Services, the Website and their entire Contents, features and functionality (including but not limited to all information, materials, software, text, displays, images, video and audio, and the design, selection and

arrangement thereof), are owned by AI Pal Chat, Inc., its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

7.2. License to Use. Subject to the above-described subscription license(s), these Terms of Service permit Users to use the Services and the Website, including all materials available on the Website or through the Services, for personal, non-commercial use only. Except for their personal use consistent with these Terms of Services, Users are not otherwise permitted to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the materials provided through our App, Services and/or available on our Website. For personal uses consistent with these ToS, these permissions, subject to the above-described revocable license, are granted. Additionally, Users shall not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials provided or distributed by AI Pal Chat, Inc..

8. Trademarks

The names 'AI Pal Chat, Inc.' and AI Pal Chat are trademarks of AI Pal Chat, Inc., Inc. and all related names, logos, product and service names, designs and slogans are owned by AI Pal Chat, Inc.. You must not use such marks without our prior written consent. All other names, logos, product and service names,

designs and slogans on this Website are the trademarks of their respective owners.

9. Prohibited Uses

You may use our App, Services and Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use any of them:

1. in any way that violates any applicable federal, state, local or international law or regulation;
2. for the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
3. to stalk, abuse, use profanity, send sexually explicit communication, threaten, intimidate, act in a rude, vulgar, sexist, or derogatory manner, defame, insult, make racially offensive statements, or otherwise harass any User or other individual;
4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content standards set out in these Terms of Service;
5. to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
6. to impersonate or attempt to impersonate AI Pal Chat, Inc., another User or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
7. to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of our App, Services or Website or which may harm AI Pal Chat, Inc. or our Users or expose them to liability;

8. to solicit other Users into engaging into an illegal and unlawful activities and not to conspire with other Users into soliciting or committing such activities;
9. in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Services;
10. by use of any robot, spider or other automatic device, process or means granting access to the Services, App or the Website;
11. by use any manual process to monitor or copy any of the material on the Website, App or Services or for any other unauthorized purpose without our prior written consent;
12. by way of any device, software or routine that interferes with the proper working of the App, Services and the Website;
13. to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
14. to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the App, Website or any server, computer or database connected to the Website, App or Services;
15. to attack the Website or App via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Website, App or Services;
16. to modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the App, Website, Services, and other proprietary information provided along with the same, or cause others to do so.

10. User Contributions

10.1. User Contributions Defined. The Website or the platforms through which the Services are offered or used may contain, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow Users to post, submit, publish, display or transmit to other Users or to AI Pal Chat, Inc. Content or materials (collectively, " User Contributions ") on or through the App, Website or the Services. User Contributions shall also include such Content as is generated by Users in the course of utilizing the Services (e. g. User-created Content). All User Contributions must comply with the Content Standards and not be violative of any Prohibited Uses as set out in these Terms of Service.

10.2. License to User Contribution and Ownership of Original User Content.

Any User Contribution you post to the Website or which you generate or post to or through the App or any of the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns a non-exclusive, unlimited, transferable, sub-licensable worldwide right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose or otherwise according to your account settings if and as applicable. The foregoing notwithstanding, User-generated Content which is submitted to or through our App, Website or any Services platform shall remain the property of the submitting User or such other party who holds ownership rights over it. Similarly, those portions of any Content which is

created by a User through the utilization of our Services and Content and which constitutes original material, shall also be the property of said creating User. However, in no case shall any User-created Content result in any loss of ownership of our own Content and in all cases where User-created Content comprises a combination of User Content and our Content, each of us shall retain ownership of those parts of the Content as a whole, which belonged to us prior to such creation and any combined work thereof, shall be subject to the license terms as stated in this, Section 10.2 and as otherwise provided in these ToS.

10.3. User Representation and Warranties. You represent and warrant that:

1. You own or control all rights in and to the User Contributions or User-created Content otherwise, and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
2. All of your User Contributions and User-created Content do and will comply with these Terms of Service. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and any User-created Content which you create, and you, not AI Pal Chat, Inc. have full responsibility for such Content, including its legality, reliability, accuracy and appropriateness.
3. That you will not provide your account details and log-in information to third parties and that you will not log into the Website or access the App or any of the Services through another User's account.

10.4. Not Liable for User Contributions. We are not responsible, or liable to any third party, for the Content or accuracy of any User Contributions submitted or posted by Users and should you provide, upload, create or make available any Content which violates any provision of these ToS, you shall be wholly responsible for doing so and shall indemnify, defend and otherwise hold us harmless for any liability, claims, damages, liens, penalties, fines or fees (including attorney's fees and/or accounting fees) which we incur or are brought against us by any party as a result of such violation by you or any other party accessing your Content or account, whether or not on your behalf.

11. Monitoring and Enforcement; Termination

11.1. Enforcement. We have the right to:

1. remove any User Contributions for any reason in our sole discretion;
2. take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, infringes any intellectual property right, right of publicity or other right of any person or entity, threatens the personal safety of Users of the Website, App or Services, or the public or could create liability for AI Pal Chat, Inc.;
3. disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;

4. take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services and the Website;
5. terminate or suspend your access to all or part of the Website, Services and/or App and any associated Subscription for any or no reason, including without limitation, any violation of these Terms of Service;
6. without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website, Services or App. YOU WAIVE AND HOLD HARMLESS AI Pal Chat, Inc. AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AI Pal Chat, Inc./ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AI Pal Chat, Inc./SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

11.2. No Liability and General Liability Limitation. We do not undertake to review the material before it is posted on the Website or through use of the Services or the App and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided by any User or third party. We have no liability or responsibility to

anyone for performance or nonperformance of the activities described in this section.

Furthermore, with respect to any and all claims arising by virtue of our relationship with you, arising out of or in relation to your accessing or use of this Website, the App and any of our Services otherwise, our liability, in any and all cases, shall be limited in the aggregate and shall never exceed the total amount of subscription fees paid by you during or for the twelve-month period immediately following (or in the case of an initial subscription—encompassing) the time at which any such claim(s) accrued.

12. Content Standards

12.1. Content Standards. The Content standards specified herein apply to any and all User Contributions. They must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

1. contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
2. promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
3. infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;

4. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy;
5. be likely to deceive any person;
6. promote any illegal activity, or advocate, promote or assist any unlawful act;
7. cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
8. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
9. involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising;
10. give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

12.2. Content not meeting the standards. Any Content not meeting the above standards will be promptly removed.

13. Linking to the Website

13.1. Linking to Website. You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

13.2. Unauthorized Framing or Linking. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

13.3. Linking from the Website. We do not take responsibility and do not endorse any third-party websites, services and Content available on or linked to by the Website.

14. Subscription Fees and Management

14.1. Paid Subscription

1. Unless otherwise indicated by us in writing at the time of purchase, all subscriptions are issued on the designated term basis at the time of purchase and shall automatically renew for additional paid periods in all cases where they are subject to a set term (monthly or annual as opposed to unlimited term), until you cancel your subscription or we terminate it. In the case of cancellation, you will be charged for the remaining period on your present subscription, whether initial or renewal (see below). You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, the "Payment Method") at the time of purchase to use our Services. Currently all payments for subscription packages are made through the App and are processed through the Apple App Store and you are responsible for being apprised of and abiding by any and all terms of subscription

purchases that may be imposed through your use of the App Store and/or your payment processing provider or financial institution connect with the payment features of your App Store account. We reserve the right to change the processing method without notice.

2. We reserve the right to offer different subscription plans, including special promotional plans or subscriptions with differing conditions and limitations. Any materially different terms from those described in these Terms of Service will be disclosed at your sign-up or in other communications made available to you. We reserve the right to modify, terminate or otherwise amend our offered subscription plans upon notice.
3. All subscription fees are exclusive of all applicable government, state, provincial, municipal or other taxes which you agree to pay based on where you are primarily domiciled. In addition to any fees charged by AI Pal Chat, Inc., you may still incur charges incidental to using our Services, such as charges for Internet access, bank charges, etc.

14.2. Payment processing

1. Upon subscribing to our Services and providing a Payment Method, you authorize AI Pal Chat, Inc., as applicable, to charge you a recurring subscription fee or a one-time fee at the then current rate, and any other charges you may incur in connection with your use of our Services.
2. The subscription fee for our Services will be billed at the beginning of the paying portion of your subscription and each month or year thereafter, as applicable, unless and until you cancel your

subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing at any time.

14.3. Cancellation. You may cancel your subscription to our Services at any time, and you will continue to have access to the Services through the end of your billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL SUBSCRIPTION PERIODS OR PARTIAL USE OR ACCESSING OF PRODUCTS OR SERVICES. If you cancel your subscription, your account will automatically close at the end of your current billing period.

14.4. Taxes. You are responsible for paying all taxes associated with the subscription to the Services. Any and all payments by or on account of the subscription fee(s) payable to us shall be made free and clear of and without deduction or withholding for any taxes. If you are required to deduct or withhold any taxes from such payments, then the sum payable shall be increased as necessary so that, after making all required deductions or withholdings, we receive an amount equal to the sum we would have received had no such deduction or withholding been made.

15. Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website, App or any of the Services infringe your copyright, you may request removal of those materials

(or access thereto) from the Website or any party of the App or Services platform controlled by us by submitting written notification to our Copyright Agent (designated below), which must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Email: contact@aipal.chat

16. Disclaimer of Warranties

16.1. No Liability for Technologically Harmful Material. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website, App or Services will be free of

viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES AND THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP, WEBSITE OR SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON OR THROUGH ANY OF THE SAME, OR ON ANY WEBSITE LINKED TO ANY OF THEM.

16.2. Disclaimer of Warranties YOUR USE OF THE APP, THE WEBSITE, THE CONTENT OF EITHER, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP, WEBSITE OR SERVICES IS AT YOUR OWN RISK. THE APP, THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP, WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AI Pal Chat, Inc. NOR ANY PERSON ASSOCIATED WITH AI Pal Chat, Inc. MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF ANY OF THEM.

WITHOUT LIMITING THE FOREGOING, NEITHER AI Pal Chat, Inc. NOR ANYONE ASSOCIATED WITH AI Pal Chat, Inc. REPRESENTS OR WARRANTS THAT THE APP, THE WEBSITE, THE CONTENT OF EITHER, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE, APP OR THE SERVICES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, APP, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

AI Pal Chat, Inc. HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Additional Limitation of Liability

IN NO EVENT WILL AI Pal Chat, Inc., ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE

WEBSITE, THE APP, ANY CONTENT ON OR AVAILABLE THROUGH THEM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SAME, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

You agree to defend, indemnify and hold harmless AI Pal Chat, Inc., its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the App, the Website or the Services, including, but not limited to, your User Contributions, any use of the Website's Content, Content existing as part of or accessible through the App or Services and products other than as expressly authorized in these Terms of Service or your use of any information obtained

from the App, Website or the Services. Every term of these ToS are deemed to be material and you expressly agree that any violation of any provision of this Agreement by or allowed/caused by you, shall constitute a material breach.

19. Miscellaneous

19.1. Governing Law and Jurisdiction. All matters relating to the App, the Services and the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of California although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. The forum for resolution of any such dispute shall be the State and Federal Courts of the City and County of San Francisco and/or the Northern District of California. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts, including on the basis of inconvenient forum.

19.2. Waiver and Severability. No waiver by AI Pal Chat, Inc. of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of AI Pal Chat, Inc. to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

19.3. Entire Agreement. The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and AI Pal Chat, Inc. with respect to the Website, the App and the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

19.4. Amendments. Please note that we reserve the right to revise and update these ToS from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website, the App and any of the Services thereafter.

19.5. Your Comments and Concerns. This website is operated by AI Pal Chat, Inc.

All feedback, comments, requests for technical support and other communications regarding the Website, App or Services should be sent to: contact@aipal.chat.

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