

Terms of Use / Privacy Policy

Effective date: 7/29/2025

Welcome to Inception. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: support@inceptionlabs.ai

Phone: (408) 256-1761

Address: 4 W 4th Ave., Unit 310, San Mateo, CA 94402

These Terms of Use (the "Terms") are a binding contract between you and **INCEPTION AI, INC.** ("Inception," "we" and "us"). You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization's or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy below. **Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions ("Additional Terms"), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.**

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. **These Terms include information about future changes to these Terms, limitations of liability, a class action waiver and resolution of disputes by arbitration instead**

of in court. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Will Inception ever change the Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical.

Will these Terms ever change?

These Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at www.inceptionlabs.ai, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Inception takes the privacy of its users very seriously. For the current Inception Privacy Policy, please see below.

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 13 years of age; if you are a child under 13 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided us personal information, please contact us at privacy@inceptionlabs.ai.

What are the basics of using Inception?

You may be required to sign up for an account, select a password and user name ("Inception User ID"), and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your Inception User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your Inception User ID, account or password with anyone, and you must protect the security of your Inception User ID, account, password and any other access tools or credentials. You're responsible for any activity associated with your Inception User ID and account.

What about messaging?

As part of the Services, you may receive communications through the Services, including messages that Inception sends you (for example, via email).

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content or User Submission (as those terms are defined below), to the Services, or otherwise use or interact with the Services, in a manner that:

- infringes or violates the intellectual property rights or any other rights of anyone else (including Inception);
- violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Inception;
- is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, explicit or otherwise objectionable;
- promotes extremism or harmful behavior;
- generates or spreads misinformation;
- generates political campaign content;
- relates to high-stakes decision making involving individual rights;
- directly or indirectly competes, or assists you or anyone else in competing with, Inception or the Services;
- jeopardizes the security of your Inception User ID, account or anyone else's (such as allowing someone else to log in to the Services as you);
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- copies or stores any significant portion of the Content;
- interferes with or disrupts the operation of the Services;

- restricts others from using the Services; or
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (as defined below) and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Inception's) rights.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally)) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You understand that Inception owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

What about anything I contribute to the Services?

Prompts, User Submissions, Outputs

In order to use the Services, you may provide input or prompts to the Services ("Prompts"). All Prompts, and anything else you post, upload, share, store, or otherwise provide or contribute to the Services are your "User Submission(s)".

You are solely responsible for all User Submissions you contribute to the Services. You represent that all User Submissions submitted by you are , and in compliance with all applicable laws, rules and regulations. You agree that you will not post, upload, share, store, or otherwise provide through the Services any User Submissions that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law.

Our Services may provide responses or outputs to your Prompts ("Outputs"). Subject to your compliance with the terms of this agreement, you may use, modify, reproduce, distribute and display Outputs for any purpose not otherwise restricted herein.

Licenses

By submitting User Submissions through the Services, you hereby do and shall grant Inception a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate and otherwise fully exploit the User Submissions as necessary to fulfil the purpose for which they were submitted. For clarity, we may use User Submissions to provide and maintain our Services, comply with applicable law, enforce our terms and policies, and train our models. If you do not want us to use your User Submissions to train our models, you can opt-out by setting the 'Improve the model for everyone' option under User Settings in the API Platform to OFF. The foregoing license grants to us and our users do not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions, unless otherwise agreed in writing. You

represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

You understand and agree that Inception, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

What if I see something on the Services that infringes my copyright?

In accordance with the DMCA, we've adopted the following policy toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

1. *Procedure for Reporting Copyright Infringements.* If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to Inception's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- b. Identification of works or materials being infringed;
- c. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the

copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;

- d. Contact information about the notifier including address, telephone number and, if available, email address;
- e. A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- f. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

2. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- a. remove or disable access to the infringing material;
- b. notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- c. terminate such content provider's access to the Services if he or she is a repeat offender.

3. Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

- a. A physical or electronic signature of the content provider;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- c. A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

- d. Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Inception's Designated Agent at the following address:

Inception AI, Inc.

Attn: Copyright Manager

4 W 4th Ave., Unit 310, San Mateo, CA 94402

Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk. We aren't liable for any errors or omissions in that Content or in Outputs or for any damages or loss you might suffer in connection with them. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or Outputs or what actions you may take as a result of having been exposed to them, and you hereby release us from all liability for you having acquired or not acquired Content or Output through the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Inception. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Inception is not responsible for such risks.

Inception has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Inception will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Inception shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Inception is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Inception, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "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."

Do the Services cost anything?

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply.

1. Paid Services. Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please see our Paid Services [page](#) for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.
2. Billing. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe's Terms of Service at <https://stripe.com/us/checkout/legal> and their Privacy Policy at <https://stripe.com/us/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
3. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.
4. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST

PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

5. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at support@inceptionlabs.ai; please refer to our Privacy Policy below, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Inception is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. Inception has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

If you have deleted your account by mistake, contact us immediately at support@inceptionlabs.ai – we will try to help, but unfortunately, we can't promise

that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

What else do I need to know?

Warranty Disclaimer. Inception and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Inception and all such parties together, the "Inception Parties") make no representations or warranties concerning the Services, including without limitation regarding any Content or output contained in or accessed or generated through the Services, and the Inception Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed or generated through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The Inception Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES, CONTENT AND OUTPUTS ARE PROVIDED BY INCEPTION (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE INCEPTION PARTIES BE LIABLE TO YOU OR TO ANY OTHER

PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO INCEPTION IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold the Inception Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Inception's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the , without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Inception and limits the manner in which you can seek relief from Inception. Both you and Inception acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Inception's officers,

directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in San Francisco County, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Inception will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Inception will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or Inception may assert claims, if they qualify, in small claims court in San Francisco County, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. YOU AND INCEPTION WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Inception are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Inception over

whether to vacate or enforce an arbitration award, YOU AND INCEPTION WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Inception is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 4 W 4th Ave., Unit 310, San Mateo, CA 94402 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Inception to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Inception agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, San Francisco County, California, or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Inception.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Inception may, in

its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Inception agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Inception, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Inception, and you do not have any authority of any kind to bind Inception in any respect whatsoever. You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Asset Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You represent and warrant that you and anyone accessing or using the Services on your behalf, or using your Account credentials, are not such persons or entities and are not located in any such country.

Except as expressly set forth in the section above regarding the arbitration agreement, you and Inception agree there are no third-party beneficiaries intended under these Terms.

Privacy Policy

Effective date: 4/04/2025

At Inception AI, Inc. ("Inception"), we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. **By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and disclose your information as described in this Privacy Policy.**

Remember that your use of Inception's Services is at all times subject to our [Terms of Use](#), which incorporates this Privacy Policy. Any terms we use in this Policy

without defining them have the definitions given to them in the Terms of Use.

As we continually work to improve our Services, we may need to change this Privacy Policy from time to time. We will alert you of material changes by placing a notice on Inception's website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes.

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What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

Personal Data

Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected over the past 12 months:

Category of Personal Data (and Examples)	Business or Commercial Purpose(s) for Collection	Categories of Third Parties With Whom We Disclose this Personal Data
Profile or Contact Data such as first and last name, email and username.	· Providing, Customizing and Improving the Services · Marketing the Services · Corresponding with You	· Service Providers
Payment Data such as payment card type, last 4 digits of payment card, billing address, billing phone number and billing email.	· Providing, Customizing and Improving the Services	· Service Providers (specifically our payment processing partner, currently Stripe, Inc.)
Commercial Data such as purchase history with Inception.	· Providing, Customizing and Improving the Services · Marketing the Services · Corresponding with You	· Service Providers
Device/IP Data	· Providing, Customizing and Improving the Services · Marketing the Services	· Service Providers

Category of Personal Data (and Examples)	Business or Commercial Purpose(s) for Collection	Categories of Third Parties With Whom We Disclose this Personal Data
	· Corresponding with You	
Web Analytics	· Providing, Customizing and Improving the Services · Marketing the Services · Corresponding with You	· Service Providers
Geolocation Data such as IP-address-based location information.	· Providing, Customizing and Improving the Services · Marketing the Services · Corresponding with You	· Service Providers
Inferences Drawn From Other Personal Data Collected such as attributes, user behavior, and predispositions.	· Providing, Customizing and Improving the Services · Marketing the Services · Corresponding with You	· Service Providers
Other Identifying Information that You Voluntarily Choose to Provide, such as: · Personal Data contained in prompts, inputs and uploaded content processed by our models.	· Providing, Customizing and Improving the Services · Marketing the Services	· Service Providers

Category of Personal Data (and Examples)	Business or Commercial Purpose(s) for Collection	Categories of Third Parties With Whom We Disclose this Personal Data
· Personal Data in emails, letters, and texts you send us.	· Corresponding with You	

Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Services**

- Creating and managing your account or other user profiles.
- Processing orders or other transactions; billing.
- Providing you with the products, services or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Services.
- Improving the Services, including testing, research, internal analytics and product development, including training and refining our models and analyzing usage patterns to improve speed and efficiency.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws.

- **Marketing the Services**

- Marketing and selling the Services.

- **Corresponding with You**

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Inception or the Services.
- Sending emails and other communications according to your preferences.

Other Permitted Purposes for Processing Personal Data

In addition, each of the above referenced categories of Personal Data may be collected, used, and disclosed with the government, including law enforcement, or other parties to meet certain legal requirements and enforcing legal terms including: fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities; protecting the rights, property or safety of you, Inception, or another party; enforcing any agreements with you; responding to claims that any posting or other content violates third-party rights; and resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice or obtaining your consent.

Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

- **You**
 - When you provide such information directly to us.
 - When you create an account or use our interactive tools and Services.
 - When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires.
 - When you send us an email or otherwise contact us.
 - When you use the Services and such information is collected automatically.
 - Through Cookies (defined in the “Tracking Tools and Opt-Out” section below).
 - If you download and install certain applications we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.

How We Disclose Your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us provide the Services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
 - Analytics providers for web traffic or usage of the site.
 - Security and fraud prevention consultants.
 - Support and customer service vendors.
 - Payment processors.
 - Our payment processing partner Stripe, Inc. (“Stripe”) collects your voluntarily-provided payment card information necessary to process your payment.
 - Please see Stripe’s terms of service and privacy policy for information on its use and storage of your Personal Data.

Legal Obligations

We may disclose any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Other Permitted Purposes for Processing Personal Data” section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and disclose it with third parties for our lawful business

purposes, including to analyze, build and improve the Services and promote our business, provided that we will not disclose such data in a manner that could identify you.

Tracking Tools and Opt-Out

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s).

Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

We use the following types of Cookies:

- Essential Cookies. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- Functional Cookies. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, Google LLC ("Google") uses cookies in connection with its Google Analytics

services. Google's ability to use and disclose information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of Cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To find out more information about Cookies generally, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>.

Data Security

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

Data Retention

We retain Personal Data about you for as long as necessary to provide you with our Services or to perform our business or commercial purposes for collecting your Personal Data. When establishing a retention period for specific categories of data, we consider who we collected the data from, our need for the Personal Data, why we collected the Personal Data, and the sensitivity of the Personal Data. In

some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

For example, we retain your device/IP data for as long as we need it to ensure that our systems are working appropriately, effectively and efficiently.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data from children under 13 years of age; if you are a child under the age of 13, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided Personal Data to us, please contact us at privacy@inceptionlabs.ai.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes. However, we do not disclose data in this manner.

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time. To find out more about "Do Not Track," you can visit www.allaboutdnt.com.

Nevada Resident Rights

Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

Contact Information

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at legal@inceptionlabs.ai.