Terms of Service

Effective: September 30, 2026 (see previous versions)

Welcome to Stability AI! By accessing or using our Services, you agree to these Terms of Service ("Terms"), which govern your access to and use of Brand Studio, Stable Audio, Stability's Application Programming Interface ("API") and our websites, and any associated software applications, and any underlying technologies, along with any future apps or services that link to these Terms (together, our "Services"). These Terms include our Acceptable Use Policy. Please also read our Privacy Policy, which describes how we process personal data.

If you access or use the Services on behalf of a business or other entity, you represent and warrant that you have authority to bind that entity to these Terms and accept these Terms on its behalf. In that case, "you" and "your" refer to that entity.

IMPORTANT ARBITRATION NOTICE: IF YOU ARE IN THE UNITED STATES, YOU AGREE THAT DISPUTES BETWEEN YOU AND STABILITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT BELOW IN SECTION 13.

1. Who We Are

Stability AI ("Stability") is a multi-modal generative AI company that develops cutting-edge models and products you can use to create and generate content or Outputs (as defined below). Our Services are provided to you by, and you are contracting with:

- In the UK, EU, or Switzerland: Stability AI Ltd, a private limited company incorporated in England and Wales with its registered address at Fora-United House, 9 Pembridge Road, London W11 3JY, England, UK.
- Outside of the UK, EU, or Switzerland: Stability AI US Services Corporation, a Delaware corporation with a business address at 10250 Constellation Blvd., Suite 2300, Los Angeles, CA 90067 (United States).

2. Account Creation and Access

a. Minimum age for audio Services.

You must be at least 13 years old, or the minimum age required by applicable law in your location, whichever is higher, to use our audio Services. If you are under 18 and otherwise permitted to use an audio Service, you may use that audio Service only with the permission and supervision of your parent or legal guardian. Your parent or legal guardian must review and agree to these Terms on your behalf and is responsible for your use of the audio Service, including any Content you submit.

b. Minimum age for all other Services.

You must be at least 18 years old, or the minimum age required by applicable law, whichever is higher, to use our other Services.

c. Your Account.

To use our Services, you may need to create an account. You agree to provide correct information and allow us to communicate with you about our Services. You may not share your account login information with anyone or make your account available to others. You are responsible for all account activity, including the activities of an end user who accesses the Services via your account, and agree to promptly contact us if you notice any unauthorized access

to your account by emailing security@stability.ai.

d. Organization Domains.

If you use an email address owned by your employer or another organization, your account may be linked to the organization's enterprise account. The organization's administrator may be able to monitor and control the account, including viewing, editing, or removing your activity and Content (as defined below).

3. Using our Services

a. Compliance.

You may access and use our Services only in compliance with our Terms, our Acceptable Use Policy, any applicable supplemental terms or guidelines, and the applicable documentation. In the event of any conflict between these Terms and any other Stability or third-party terms applicable to any portion of our technology, such as open source license terms, those other terms will control for that portion of the Stability technology and to the extent of any conflict.

b. Use Restrictions.

You may not access or use, or help another person to access or use our Services in any of the following circumstances:

1. In violation of any applicable law or regulation.
2. To use the Services or Outputs to develop, train, fine-tune, or otherwise improve any artificial intelligence or machine learning model, algorithm, or system that competes with, or is intended to replicate, any model or model service made available by Stability, except as expressly approved by Stability in writing.
3. To sell, resell, sublicense, distribute, or otherwise make the Services, Software, or API, or access to the Services, Software, or API, available to any third party, except that you may permit your end users to access and use functionality enabled by the Services solely through your own product or service, as an integrated component of that product or service, in accordance with these Terms and the applicable documentation, or as otherwise expressly approved by Stability in writing.
4. To reverse engineer, decompile, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.
5. To crawl or scrape data from our Services or to access our Services through automated or non-human means (such as through a bot or script), or use any method to extract data from our Services except through an API or other automated functionality that Stability expressly makes available for that purpose and in accordance with applicable documentation, rate limits, and technical restrictions.
6. To use our Services to obtain unauthorized access to any system or information, or to deceive or manipulate anyone.
7. To infringe, misappropriate, or violate intellectual property or other legal rights.
8. To engage in any other conduct that restricts any person from using our Services, or that we reasonably believe exposes us (or any of our users, affiliates, or any other third party or individual) to any liability, damages, or harm, including reputational harm.
9. To represent or imply that an Output (as defined below) generated from our Services was human-generated, when it was not.
10. To knowingly remove, obscure, disable, or circumvent any watermark, content credential, provenance

information, or other marking applied by Stability to identify an Output as AI-generated or manipulated, except as expressly permitted by Stability, the applicable documentation, or applicable law.

11. To abuse, harm, or interfere with our Services, or bypass our systems or security measures.
12. To buy, sell, or transfer API keys from, to or with a third party.
13. To modify, port, adapt, or translate any portion of the Services or Software.

4. Content

You may submit text, images, audio, video, or other inputs or prompts ("Inputs") to our Services to generate corresponding outputs ("Outputs"). Inputs and Outputs, together with any comments, notes, labels, and other information you provide while using or interacting with others through our Services are together "Content." References in these Terms to Content you provide include Content you submit to, and Content you generate using, our Services.

a. Rights to Content.

You are responsible for all Content you submit to our Services, including Inputs your end users submit to our Services via your account. By submitting Content to our Services, you represent and warrant that you have all rights, licenses, and permissions necessary to submit that Content and grant the rights described in these Terms. You also represent and warrant that your use of our Services to generate Outputs will not violate our Terms, our Acceptable Use Policy, or any applicable laws or regulations, including the rights of any person or entity.

As between you and Stability, and to the extent permitted by applicable law, you retain your ownership right in the Content that you submit. You grant to Stability a nonexclusive, worldwide, royalty-free license to host, use, reproduce, process, transmit, display, adapt, and otherwise use your Content as necessary to provide, maintain, secure, and support our Services, to comply with law, and exercise the rights expressly permitted by these Terms. You also authorize our affiliates and service providers to exercise those rights solely on our behalf and for those purposes. Content submitted to a shared workspace may be accessed, used, modified, shared, or deleted by other workspace users and administrators in accordance with the workspace's settings, permissions, and the organization's instructions. Subject to your compliance with our Terms, we assign to you all of our right, title, and interest (if any) in the Outputs. So as between Stability and you, you own the Output (to the extent permitted by applicable law). Because of how our Services and artificial intelligence generally work, multiple users might get similar results based on similar Inputs. So the rights we assign to you only apply to your specific Outputs, not to other users' or third parties' Outputs.

b. Reliance on Outputs.

Generative artificial intelligence is technology that is still developing and Outputs may not always contain accurate information or be as you intended. You are solely responsible for verifying the accuracy, legality, and appropriateness of any Outputs or actions by the AI before using or sharing them. Outputs should not be used for any critical decisions without independent human review. Please also note that Outputs are not created by Stability and do not reflect Stability's views.

c. Our use of Content.

As described in our Privacy Policy, we may use Content to improve and develop our Services (but you can opt-out to prevent us from using your Inputs and Outputs to train our models, learn more), comply with applicable law, enforce our terms and policies, and to keep our Services safe.

5. Supplementary Resources (e.g., LoRAs)

To the extent you use Services that support custom training, creation, or sharing of LoRAs or similar supplementary resources, this Section 5 applies to you. You may have the ability to train and share parameter-efficient supplementary resources, including Low-Rank Adaptations ("LoRAs"), Weight-Decomposed Low-Rank Adaptations ("DoRAs"), Bi-Dimensional Weight-Decomposed Low-Rank Adaptations ("BoRAs"), or similar technologies (collectively, "LoRAs"), on our Services.

a. For Trainers of LoRAs

1. Your content.

Any data you upload or incorporate into a LoRA is Content, and your representations and warranties under these Terms apply to that data, to the LoRA itself, and to any Outputs generated from it. As between you and Stability, you are solely responsible for the LoRA and any outputs generated from, including ensuring compliance with applicable laws and our Acceptable Use Policy.

2. Sharing your LoRA.

If you choose to share your LoRA,

a. you grant to Stability a nonexclusive, worldwide, irrevocable, royalty-free license to host, use, reproduce, and make available to others on the Services;

b. you grant to users of your LoRA a nonexclusive, worldwide, irrevocable, royalty-free license to use, store, and create derivative works from your LoRA and its output;

c. you must ensure that any information you publish about your LoRA is complete, accurate, and not misleading.

3. Removal.

Stability may remove your LoRA from our Services at any time, for any reason, without notice.

b. For Users of LoRAs.

You should only use LoRAs that you trust. These LoRAs are user-generated and may be removed by either the trainer or Stability at any time without notice. If you encounter a LoRA that appears to violate our policies or applicable law, please report it to us.

6. Feedback

We appreciate your feedback. If you choose to provide us feedback, you agree that we may use the feedback without any obligation or payment to you.

7. Fees, Subscriptions, and Service Credits

a. Fees and billing.

You are responsible for paying any applicable fees listed for our Services. If you purchase access to our Services, you must provide accurate billing information. You agree that we may charge your payment method for any applicable fees and taxes. If the fees are recurring or based on usage, you agree that we may charge these fees and taxes to your payment method on a periodic basis as specified when you subscribe, until you cancel. You can cancel any recurring payment at any time by going here. All payments are non-refundable, except where required by law.

b. Additional fees.

We may increase fees for our Services from time to time, with advance notice. Also, additional fees and taxes may

apply for additional Services or features that we may make available. If you do not accept any such additional fees, we may terminate your access to our Services or features. We will not be liable for any errors of third-party payment processors that process fees paid by you.

c. Subscriptions.

When you sign up for a subscription, you agree:

1. Automatic renewal.

If you sign up for a paid subscription, we will automatically charge your payment method on each agreed-upon periodic renewal date until you cancel.

2. Cancellation.

You may cancel your subscription at any time by going here.

3. Fees.

We have the right to make changes to the fees applicable to your subscription from time to time, with advance notice. You agree to pay the increase in fees for Services you receive after receiving notice of the increase, unless you cancel the subscription before the renewal term to which the increase in fees will apply.

d. Service Credits.

We may offer the option to prepay for certain Services through the purchase of credits, which is the amount you have paid in advance for use of our Services. We may also offer service credits for free as part of a promotional program.

1. Non-Refundable.

Service credits are not currency and are not redeemable for money or any sum of monetary value. Service credits are non-refundable and may be used only in connection with the applicable Service.

2. Expiration.

Unused service credits (that were issued on or after the effective date of these Terms) expire one year after the date of purchase or issuance, unless otherwise specified.

3. Balance.

You are solely responsible for verifying the proper amount of service credits that have been added to or deducted from your balance. Your service credit balance is not a digital wallet, bank account, stored value account, or other payment device.

4. Non-Transferable.

We prohibit any purported transfers, sales, gifts, or trades of service credits. Evidence of such purported transfers may result in termination of your service credits and your use of our Services, without any refund.

5. Termination.

We reserve the right to suspend or terminate your service credit balance, in compliance with applicable law.

Nothing in this Section 7 limits any rights you may have under applicable law that cannot be waived or limited by contract, including with respect to fees, subscriptions, refunds, and the expiration of service credits.

8. Third-Party Services and Models

a. Third Party Services.

Our Services may use or be used in connection with third-party software, services, or integrations, including via API or other tool-calling interfaces ("Third-Party Services"). By connecting Third-Party Services, you grant Stability AI permission to access them, share your Content, and to retrieve, process, and store necessary data to provide the

connection and our Services. You are responsible for the actions you take using Third-Party Services, and for compliance with the Third-Party Service's terms; Stability AI is not responsible for Third-Party Services. By connecting Third-Party Services, you represent and warrant you have the authority to grant such access and that doing so complies with any applicable terms, policies, or confidentiality obligations.

b. Third-party models.
Our Services may also incorporate third-party models or APIs, which may change from time to time as we update our Services. By using our Services, you acknowledge that your Input, including any personal data you include within that Input, may be shared with such third-party service to enable functionality. When you use third-party models or APIs via our Services, you may not use any Outputs to train a model that competes with Stability AI or that third party. By using Third-Party Services, you agree to comply with the terms of these third parties.

9. Software

a. License to install.
Subject to your compliance with the Terms and applicable law, we grant you a non-exclusive, limited, revocable right to install, access and use the Services and Software.

b. Scope of use.
Your use of the Software must comply at all times with any restrictions applicable to the Services, generally, and must be used in accordance with any applicable documentation. You may access and use the Software solely for the purposes of using the Software with or connecting to the Services.

c. Updates.
You understand that our Services are evolving. As a result, we may require you to accept updates to Services that you have installed on your computer or mobile device. You acknowledge and agree that we may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use our Services.

d. Open source and conflicting terms.
If there is any conflict between these Terms and any other Stability or third-party terms applicable to any part of our Software, such as open source license terms, such other terms will control for that portion of the Stability Software and to the extent of the conflict.

10. Ownership and the DMCA

Our Services are owned, operated, and provided by us and our affiliates, licensors, distributors, and service providers (collectively “Providers”). We and our Providers retain all of our respective rights, title, and interest, including intellectual property rights, in and to our Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

We have implemented the procedures described in the Digital Millennium Copyright Act of 1998 (“DMCA”), 17 U.S.C. § 512, regarding reporting alleged copyright infringement and removing or disabling access to the infringing material on our Services. If you have a good faith belief that copyrighted material on our Services is being used in a way that infringes the copyright over which you are authorized to act, you may make a Notice of Infringing Material.

We will terminate or disable your use of our Services in appropriate circumstances if we deem you to be a repeat copyright infringer.

Notices must be sent to:

Attn: Stability Designated Agent

Stability AI US Services Corporation c/o Legal

Address: 10250 Constellation Blvd., Suite 2300, Los Angeles, CA 90067

Email: legal@stability.ai

11. Disclaimer of Warranties, Limitations of Liability, and Indemnity

OUR SERVICES ARE PROVIDED "AS IS" AND, TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITHOUT WARRANTIES, (WHETHER EXPRESS, IMPLIED, OR STATUTORY). WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, AVAILABILITY, RELIABILITY, QUIET ENJOYMENT, SECURITY, PRIVACY, COMPATIBILITY, NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. WE DO NOT WARRANT THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. YOUR USE OF OUR SERVICES AND INPUTS / OUTPUTS IS SOLELY AT YOUR OWN RISK.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR PROVIDERS, OR OUR OR THEIR RESPECTIVE AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "STABILITY PARTIES") WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, DAMAGES ARISING OUT OF OR RELATED TO OUR SERVICES, THE INPUTS / OUTPUTS, OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE DAMAGES ARE FORESEEABLE.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE STABILITY PARTIES' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES, THE INPUTS / OUTPUTS, OR THESE TERMS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHER, WILL NOT EXCEED THE GREATER OF $100 OR THE AMOUNT YOU PAID FOR ACCESSING OUR SERVICES IN THE SIX MONTHS BEFORE THE DATE SUCH DAMAGES, LOSSES, AND CAUSES OF ACTION FIRST AROSE. THESE LIMITATIONS ARE ESSENTIAL TO THESE TERMS, AND WE WOULD NOT OFFER OUR SERVICES TO YOU WITHOUT THESE LIMITATIONS.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD THE STABILITY PARTIES HARMLESS AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (A) YOUR USE OF OUR SERVICES; (B) ANY BREACH OR VIOLATION OF THESE TERMS (INCLUDING OUR ACCEPTABLE USE POLICY); (C) ANY PRODUCTS OR SERVICES (INCLUDING FINE-TUNES) THAT YOU MAKE AVAILABLE USING OR IN CONNECTION WITH OUR SERVICES; OR (D) INPUTS, OUTPUTS, OR OTHER DATA PROVIDED OR GENERATED BY YOU. WE MAY ENGAGE SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION, AND YOU AGREE TO COOPERATE WITH US UPON REASONABLE REQUEST. YOU MAY NOT SETTLE OR COMPROMISE ANY CLAIM IN A MANNER THAT ADMITS FAULT OR LIABILITY BY, OR IMPOSES ANY OBLIGATION ON, A STABILITY PARTY WITHOUT OUR PRIOR WRITTEN CONSENT.

OUR VENDORS AND PROVIDERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION.

Some jurisdictions do not allow the disclaimer of certain warranties or types of damages, so some or all of these disclaimers and limitations of liability may not apply.

12. General Terms

a. Changes to our Services.

We may periodically update our Services, including add or remove features or Services, without advance notice. Unless we specifically agree otherwise in a separate agreement, we reserve the right to modify or discontinue our Services in our discretion and without advance notice. We will not be liable for any changes to our Services.

b. Changes to the Terms.

We may update these Terms at our discretion, including to reflect changes in our Services, for security or legal reasons, or to prevent abuse. We will provide notice of updates in accordance with applicable law. If you continue to access our Services after we provide such notice, then you agree to the updated Terms. You must stop using our Services if you do not accept the updated Terms.

c. Supplemental terms.

When we offer Services or features that may require service-specific terms or guidelines, you agree to comply with those guidelines, rules, or supplemental terms that may be posted on our Services. If those supplemental terms conflict with these Terms, the supplemental terms will govern the applicable Service.

d. Entire agreement.

These Terms and any applicable Service-specific supplemental terms constitute the entire agreement between you and Stability regarding the Services, except to the extent that you and Stability have entered into a separate written agreement governing your use of the Services. If there is a conflict between these Terms and such separate written agreement, the separate written agreement will control to the extent of the conflict.

e. Termination or Changes to our Services.

You may stop accessing or using our Services at any time. We may, for various reasons, deprecate or upgrade certain Services at any time without advance notice. We may also suspend or terminate your access to our Services (including any subscriptions) at any time without advance notice, particularly if we believe that you have breached these Terms or if we must do so to comply with applicable law. If you believe we have suspended or terminated your access to our Services in error, you can file an appeal with us or contact us. If we terminate your access to our Services due to a violation of these Terms and you have a subscription, you will not be entitled to any refund (unless required by applicable law). We may also terminate your account if you have been inactive for over a year. We may also delete any Content, or other data associated with your account. Any payment obligations accrued before termination, Section 3 (Using our Services), Sections 4(a) (Rights to Content) and 5(a)(For Trainers of LoRAs) to the extent necessary to give effect to licenses granted and uses lawfully made before termination, and Sections 6 (Feedback), 7 (fees, subscriptions, and service credits), 10 (ownership and DMCA), 11 (Disclaimers, Limitations on Liability, and iIndemnity), 12 (General Terms), and 13 (Disputes) will survive any expiration or termination of our Terms or a subscription.

f. Severability.

Except as provided in Section 13, if a portion of these Terms is not valid or enforceable, this will have no effect on any other remaining Terms.

g. No waiver.

Our delay or failure to promptly enforce these Terms does not waive our right to enforce these Terms later.

h. No assignment.

You may not transfer or assign these Terms without our prior written consent, but we may assign these Terms

without restriction.

i. Use of our brand.
You may not use any Stability name, logos, or trademarks, or imply any affiliation, endorsement, or sponsorship, without Stability's prior written permission. You can seek permission by contacting us at press@stability.ai.

j. Export Controls.
You must comply with all applicable trade laws. You may not export or provide access to our Services into any U.S. embargoed countries or territories or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists from 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 warrant that you, and anyone accessing our Services on your behalf, are not such persons or entities and are not located in any such country.

k. Legal Compliance.
We may comply with governmental, court, and law enforcement requests relating to our Services or information collected under our Terms, including with respect to your Content.

13. In case of disputes

YOU AND STABILITY AGREE TO THE FOLLOWING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS. Except for the "governing law and exclusive jurisdiction" provision at the end of this document, this Section 13 applies only to those in the United States. This Section 13 of these Terms shall be referred to as the "Arbitration Agreement."

a. MANDATORY ARBITRATION.
This Arbitration Agreement shall apply to all claims that arose or were asserted before, on, or after the effective date of your acceptance of these Terms. You and Stability agree to resolve any claims relating to these Terms or our Services through final and binding arbitration. The activities in these Terms relate to interstate commerce and for users in the United States, the Federal Arbitration Act will govern this Arbitration Agreement.

b. Opt Out.
You may opt-out and not be bound by the arbitration and class action waiver provisions by emailing a written notice of your decision to opt-out to legal@stability.ai. The notice must be sent within 30 days of account creation or within 30 days of any updates to these arbitration terms having taken effect. If you opt out of an update, the previous agreed upon arbitration terms will apply, and you will remain bound to arbitrate under that agreement.

c. Informal dispute resolution.
Before taking legal action, we both agree to try to resolve any disputes informally by email. You can contact us at legal@stability.ai. If we cannot resolve the issue within 60 days, either of us can start the arbitration process. During this 60-day period, if either of us requests a meeting to discuss a settlement, we both agree to attend. If a party is represented by counsel, the party's counsel may participate in the conference, but both parties (you and Stability) shall also fully participate in the conference. Any statute of limitations will be tolled while we try to resolve issues through this informal process. Engaging in this informal dispute resolution process is a requirement that must be fulfilled before commencing arbitration. An arbitration shall be dismissed if it was filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party willfully failed to comply with these informal dispute resolution procedures, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party.

d. Arbitration forum.

If we are unable to resolve the dispute, either of us may begin arbitration with National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures and/or Supplemental Rules for Mass Arbitration Filings (here).

e. Arbitration procedures.

The arbitration will be conducted by one arbitrator, with exclusive authority to resolve any dispute, including those relating to the interpretation, applicability, enforceability, or formation of the Arbitration Agreement, except that the state or federal courts of Los Angeles County, California will have the authority to adjudicate any dispute about the validity of the class action waiver, or requests for public injunctive relief. The arbitrator will have the authority to grant dispositive motions. The arbitrator may also not receive information about settlement offer amounts from either party before deciding on the final award. The arbitration will be by video conference if possible, unless the arbitrator requires an in-person hearing.

f. Exceptions.

Informal dispute resolution or arbitration is not required for: (a) individual claims from small claims court; or (b) injunctive or other equitable relief to stop unauthorized use or abuse of our Services, or intellectual property infringement or misappropriation.

g. CLASS AND JURY TRIAL WAIVERS.

We both agree that disputes must be brought on an individual basis only, and not as a class action, class arbitration, or representative action. We both agree to sever any request for public injunctive relief and litigate that issue in court after finishing arbitration for the remaining claims. This does not, however, prevent either party from participating in a class-wide settlement. We both irrevocably waive any right to trial by jury in any action or proceeding.

h. Grouped arbitrations.

If 25 or more claimants file demands for arbitration raising substantially similar disputes within 90 days of each other, then we both agree that NAM will administer them in groups of up to 50 claimants each, with each group proceeding as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing. The arbitrator shall resolve arbitrations within a group on an individual basis, and no final award from an arbitrator shall have preclusive effect in another arbitration.

i. Severability.

If any provision of this Arbitration Agreement is held unlawful or unenforceable, that provision will be severed and the remainder of the Arbitration Agreement will remain in effect. If a final judicial determination holds that the waiver of class or representative proceedings in Section 13(g) is unenforceable as to a particular claim or request for relief, only that claim or request for relief will be severed from arbitration and litigated exclusively in the courts specified in Section 13(k). Any such court proceeding will be stayed pending completion of arbitration of all remaining arbitrable claims.

j. Equitable relief.

You agree that if you violate Section 3 (Using our Services): (1) no adequate remedy exists at law, (2) it would be difficult to calculate the damages caused, and such violations would cause permanent harm, and (3) injunctive relief is the best solution. You waive any opposition to this injunctive relief, and will not require us to prove actual damages or to post bond or security for such relief.

k. Governing law and jurisdiction.

These Terms and any dispute arising out of or relating to these Terms or the Services will be governed by the laws of

the State of California without giving effect to conflict of law principles, except that the Arbitration Agreement will be governed as provided in Section 13(a). Except as otherwise provided in the Arbitration Agreement,any disputes arising out of or relating to these Terms or the Services will be resolved exclusively in the state or federal courts located in Los Angeles County, California, and we both submit to the personal jurisdiction of those courts.