

AI Music

TERMS AND CONDITIONS OF USE

Last updated September 26, 2026

Please note that AI Music (the “App”) is a subscription service that automatically renews. Please read these Terms and Conditions of Use carefully, in particular Section 7 (Subscription Fees and Payment) and Section 15 (Governing Law, Dispute Resolution and Arbitration), before starting a trial or completing a purchase.

AI Music is a creative tool for making music from your ideas and for performing in your own voice. Please read Section 3 (Your Content and Third-Party Rights): you are responsible for having the rights to any material you provide, and the Service does not license anyone else’s music to you. Everything the Service generates is for your **personal, non-commercial use only**: you may not sell it, monetise it, distribute it through any streaming service or music distributor, or submit it to any content identification system.

You may cancel a subscription or trial at any time. How to cancel, when a cancellation takes effect and how refunds work are set out in Sections 7.7 and 7.8 — please read them before purchasing. Deleting the App from your device does not cancel your subscription.

1. ACCEPTANCE OF TERMS AND CONDITIONS OF USE

1.1 AI Music and content available via the App, our website (including <https://musicgen.space> and its subdomains) or our emails (“Content”) are distributed by Comapps LLC, 700 North Fairfax St, Ste 614, Alexandria, VA 22314, USA (“we,” “us,” “our” or the “Company”). The App, together with the Content, tools and other services available through the App, are collectively referred to as the “Service.” The App and the Service may be made available through app stores or other channels by us or by our affiliates; in all cases the Company is your contracting party under these Terms.

1.2 By clicking “I agree” or a similar button when these Terms are presented to you, by creating an account, or by completing a purchase, you agree to be bound by these Terms and Conditions of Use (the “Terms”), which establish a legally binding contract between you and the Company. PLEASE READ THE TERMS CAREFULLY BEFORE ACCEPTING THEM.

1.3 Our Privacy Policy, available at <https://musicgen.space/privacy.pdf>, explains how we handle personal information. It is not part of these Terms. The separate consent notices described in Section 4 are not replaced by these Terms and are given separately.

1.4 Changes to these Terms

1.4.1 We may modify these Terms from time to time. The date of the most recent version is shown at the top of this document.

1.4.2 Where a modification is material — including any change to pricing, to the scope of the license you grant us, or to Section 15 (Dispute Resolution and Arbitration) — we will notify you at least thirty (30) days before it takes effect, by email where we hold your email address and otherwise by a notice in the App.

1.4.3 Acceptance of material changes. Any material change to Section 15 (Governing Law, Dispute Resolution and Arbitration) will take effect for you only when you affirmatively accept it, for example by clicking “I agree” when the updated Terms are presented to you in the App or on our website; continued use alone is not sufficient. For other material changes, if you do not agree, you may cancel your subscription before the change takes effect using any method described in Section 7.7, and continuing to use the Service after the change takes effect constitutes acceptance of the modified Terms.

1.4.4 Non-material changes, such as corrections of typographical errors or clarifications that do not reduce your rights, take effect when published.

1.4.5 No modification applies retroactively to any dispute of which we had actual notice before the modification took effect.

1.5 These Terms contain important provisions regarding AI-generated content (Section 2), your content and third-party rights (Section 3), Voice Data and Face Data (Section 4), analytics and tracking technologies (Section 5.7), age requirements (Section 8), disclaimers of warranties (Section 11), limitations of liability (Section 12), and a binding arbitration agreement and class action waiver (Section 15).

1.6 If you do not agree with any part of these Terms, or if you are not eligible or authorized to be bound by these Terms, then do not download the App or otherwise access or use the Service.

1.7 Using the App without an account. Some features of the App can be used without an account. These Terms are presented to you for acceptance when you first open the App, and these Terms and the consent requirements in Section 4 apply in full whether or not you have an account.

2. AI-GENERATED CONTENT, INPUT CONTENT AND DIGITAL LIKENESS

2.1 The Service is a creative tool that uses artificial intelligence (“AI”) to create, transform and combine audio, images and video based on the content you provide. The content you provide falls into the following categories, each of which is treated differently under these Terms:

- (a) **“Source Track”** — an audio recording containing music that you supply to the Service;
- (b) **“Voice Recording”** — a recording of your own singing or speaking voice made through the App;
- (c) **“Photograph”** — a photograph or image you supply; and
- (d) **“Prompt”** — text you supply, or that the Service derives from content you supply.

Categories (a) to (d) are together referred to as “Input Content.” Content previously generated for you by the Service, which you select in the App as the basis for a further generation, is also treated as Input Content, except that Section 2.3(a) does not apply to it.

The resulting content (“Output Content”), which may take the form of an audio track (“Generated Track”) or an audiovisual work (“Generated Video”), is generated by automated systems.

2.2 NATURE OF AI OUTPUT. YOU ACKNOWLEDGE THAT AI-GENERATED CONTENT IS PROBABILISTIC IN NATURE. OUTPUT CONTENT MAY CONTAIN INACCURACIES, DISTORTIONS OR AUDIO AND VISUAL ARTIFACTS; MAY CONTAIN MISPRONOUNCED OR ALTERED WORDS, TIMING ERRORS OR TUNING ERRORS; MAY NOT SOUND LIKE YOUR VOICE OR LIKE ANY PARTICULAR VOICE; MAY DIFFER FROM YOUR EXPECTATIONS; AND MAY NOT ACCURATELY REPRESENT REAL PEOPLE, PLACES, OBJECTS OR EVENTS. OUTPUT CONTENT IS GENERATED FOR PERSONAL, CREATIVE AND ENTERTAINMENT PURPOSES AND DOES NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND. WE DO NOT GUARANTEE ANY PARTICULAR QUALITY, ACCURACY, SIMILARITY OR RESULT OF GENERATION.

2.3 Your responsibility for Input Content

You are solely responsible for all Input Content you provide. By providing Input Content, you represent and warrant that:

- (a) **Source Track.** You own all rights in both the sound recording and the underlying musical composition contained in the Source Track, or you hold all licenses, consents and permissions necessary to upload it, to have it processed by the Service and to have Output Content generated from it. **You will not upload any commercially released recording in which you do not hold those rights, and you will not upload any file obtained by circumventing technical protection measures or by extracting or downloading audio from a streaming service.** You understand that owning a copy of a recording — including a purchased download, a physical copy or a file obtained from a streaming service — does not give you those rights.
- (b) **Voice Recording.** The voice in each Voice Recording is **your own voice**, recorded by you. You will not record the voice of any other person, whether living or deceased, and whether or not that person is a public figure, and you will not record audio played back from another source in order to capture another person’s voice.
- (c) **Photograph.** You own the Photograph or have all rights necessary to use it; where it depicts any identifiable person other than yourself, you have obtained that person’s prior consent to the upload and to the creation of AI-generated content based on their image and likeness.
- (d) **Prompt.** You wrote the Prompt yourself, or you hold all rights necessary to use it. **You will not enter lyrics or other text written by anyone else, including the words of any published song.** The Prompt does not infringe the rights of any third party and is not intended to cause the Service to imitate the voice, vocal style or performance of any identifiable person.
- (e) **Minors.** No Input Content depicts, or contains the voice of, a person under eighteen (18) years of age. See Section 8.

2.4 Rights in Input Content

As between you and the Company, you retain all rights you have in your Input Content. You grant the Company a limited, non-exclusive, worldwide, royalty-free license to host, store, transmit, reproduce and

process your Input Content solely for the purpose of operating the Service and generating the Output Content you request. This license is limited in time to the retention periods set out in Section 4.5 for each category of Input Content, and terminates when you delete the Input Content or close your account, except to the extent we are required to retain it by law.

2.5 Rights in Output Content

2.5.1 As between you and the Company, we claim no ownership of the Output Content generated for you through the Service. To the extent we hold or acquire any rights in Output Content, we assign to you such right, title and interest as we have, subject to your compliance with these Terms and payment of applicable fees. **We do not warrant that any such rights exist**, and this assignment does not and cannot extend to any right belonging to a third party. Section 3 governs third-party rights and prevails over this Section in the event of any inconsistency.

2.5.2 Permitted use of Output Content — personal and non-commercial only. Subject to Section 3, Section 9 (Prohibited Uses) and applicable law, Output Content is made available to you for your **personal, non-commercial purposes only**. You may not use Output Content for any commercial purpose.

For the purposes of these Terms, commercial purposes include, without limitation: selling, licensing, renting or otherwise supplying Output Content to any person; using it in advertising, promotion, branding or any other commercial communication; using it in or in connection with any product, service or business; distributing it through any streaming or download service, music distributor or aggregator; submitting it to any content identification, fingerprinting or rights management system; and enabling advertising revenue, sponsorship, tipping or any other form of monetisation on any post or video containing it.

This applies to all Output Content, however it was generated — from a Prompt, from a Source Track, or from any combination of Input Content.

2.5.3 We may, at our discretion, agree in writing to a broader scope of use. No statement by customer support, in marketing materials or in an app store listing varies this Section unless we confirm it in writing signed on our behalf.

2.5.4 No warranty as to Output Content. You acknowledge that:

- (a) Output Content is generated automatically and similar or identical output may be generated for other users; our providers expressly state that output may not be unique;
- (b) under the law of some jurisdictions, including the United States, material generated by artificial intelligence without sufficient human authorship may not be eligible for copyright protection. We make no representation that Output Content is protectable, registrable or enforceable, and our providers expressly disclaim any guarantee that output can be used for copyright registration;
- (c) we make no representation that Output Content may lawfully be published, distributed, monetised or accepted by any streaming service, distributor, social platform or content identification system, and acceptance by any such service is outside our control; and
- (d) you are responsible for ensuring that your use of Output Content complies with applicable law and with the terms of any platform on which you use it.

2.6 Model training

We do not use your Input Content or Output Content to train our own or any third party's machine learning models. Your Voice Recording is used only to generate the Output Content you request in that session, and your voice is never used to generate Output Content for another user. We do not build or keep any reusable model, profile or template of your voice: all data derived from your Voice Recording is deleted from our servers together with the recording as soon as the generation is complete. Our third-party providers are contractually prohibited from using content we send them to develop or improve their services. If we wish to change this in future, we will request your separate, explicit and revocable consent, which you will be free to decline without losing access to the Service.

2.7 AI transparency, labelling and provenance

2.7.1 All Output Content is created by AI.

2.7.2 Where you share Output Content publicly, you are responsible for complying with any disclosure requirements regarding AI-generated or manipulated media that apply to you.

2.7.3 You agree not to remove, obscure, alter or circumvent any label, watermark, provenance metadata or other marking embedded in Output Content, and not to represent Output Content as having been created by a human being or as an authentic recording of a real event.

2.8 Moderation

2.8.1 We apply automated checks to Photographs you upload in order to detect content prohibited by these Terms, such as sexual or explicit imagery, and to prevent its processing; these checks are carried out for us

by a third-party provider identified in our Privacy Policy. We do not otherwise pre-screen Input Content and assume no obligation to monitor it. We reserve the right to review Input Content and Output Content, to remove content that violates these Terms, and to suspend or terminate access to the Service in the event of a violation. Any check or review we carry out is limited: it does not verify the age, identity or rights of any person and does not reduce your own responsibility for what you provide.

2.8.2 If you believe that Output Content reproduces your voice, your image or your performance, or the voice, image or performance of a person you represent, without the necessary consent, or otherwise violates rights of privacy, publicity, image or likeness, you may submit a complaint to legal@comapps.co. Please include a description of the content, information sufficient to locate it, and the basis of your complaint. For copyright complaints, see Section 14.

2.9 Results, instructions and examples

2.9.1 Following instructions. The App may show recommendations for the input and describe what a feature does. Results depend substantially on whether the input meets those recommendations. Output generated from input that does not follow them may contain artifacts or differ from what the feature describes, and this is not a defect in the Service.

2.9.2 Examples are illustrative. Samples shown in the App, on our website, in app store listings and in advertising illustrate what a feature can do with suitable input. They are not a representation of the result you will obtain with your own input, which will differ.

2.9.3 Coins are spent per generation. Coins are deducted when a generation is completed and delivered, regardless of whether you are satisfied with the result. You may generate again with different input or settings, and each generation is charged separately. If a generation fails for technical reasons and no Output Content is delivered, the Coins for that attempt are not deducted or are returned to your balance.

2.9.4 No refund for subjective dissatisfaction. Because results depend on your input and on the probabilistic nature of AI described in Section 2.2, dissatisfaction with a completed result does not by itself entitle you to a refund of Coins or fees. Refunds are governed by Section 7.8.

3. YOUR CONTENT AND THIRD-PARTY RIGHTS

3.1 What the Service is. The Service is a creative tool: it generates music from your Prompts and lets you perform material in your own voice. Like any recording, editing or production software, it processes the content you choose to provide and does not itself create, transfer or license any rights in music, recordings, lyrics, performances or likenesses. The Service is intended for use with your own voice and with material that you own, have created, have licensed, or that the Service has generated for you.

3.2 What your subscription includes. Your subscription pays for access to the Service and its features. It does not include, and the Company does not grant, any licence in any musical composition, sound recording, lyrics, performance or likeness belonging to a third party. Where your intended use of any material requires the permission of a rights holder, obtaining that permission is your responsibility, as it would be with any other software.

3.3 Your material and your responsibility. You decide what you provide to the Service and you are responsible for holding the rights described in Section 2.3. Providing material to the Service, and receiving Output Content generated from it, neither enlarges nor diminishes the rights you hold in that material. As a general rule of copyright law, buying, downloading or streaming a recording gives you the right to listen to it, not the right to reproduce, adapt or distribute it.

3.4 Publication, distribution and monetisation. Consistent with Section 2.5.2, you may not:

- (a) upload Output Content to any streaming or download service, including Spotify, Apple Music, YouTube Music, Amazon Music, Deezer or Tidal, or to any music distributor;
- (b) submit Output Content to any content identification, fingerprinting or rights management system, including YouTube Content ID;
- (c) monetise Output Content, including by enabling advertising revenue on a video containing it, selling it, or using it in advertising or other commercial communications; or
- (d) publish Output Content in a way that presents it as an official, authorised or endorsed version of any song, artist or recording.

3.5 No representation regarding content identification systems. We make no representation that Output Content is eligible for registration with, or will pass without claim through, YouTube Content ID or any comparable system. AI-generated music may resemble an existing recording or composition closely enough to be identified by such a system, and Output Content may as a result be blocked, taken down, or have revenue redirected to a rights holder. We are not responsible for any such outcome.

3.6 Complaints from rights holders. If you are a rights holder and believe that the Service has been used to infringe your rights, Section 14 sets out how to notify us, and Section 14.7 sets out a separate route for complaints concerning voice, name, image, likeness or performance.

4. VOICE DATA AND FACE DATA

4.1 What we process. When you record your voice in order to generate Output Content, we process that recording and data derived from it (together, “Voice Data”). When you upload a photograph containing a person’s face in order to generate video output, we process that photograph and data derived from it (together, “Face Data”). Voice Data and Face Data are together referred to as “Voice and Face Data.” Depending on where you live, some of this data may be treated as a biometric identifier or biometric information under applicable law; to the extent it is, the safeguards described in this Section apply.

4.2 Purpose. We process Voice and Face Data for two purposes only: to generate the Output Content you request and, for Photographs, to run the automated content checks described in Section 2.8.1. We do not use it to identify you or anyone else, to authenticate you, to build a profile or a voice library of our own, to verify identity, to track you across services, or for any advertising or marketing purpose. Your Voice Data is never used to generate Output Content for another user.

4.3 Consent.

4.3.1 Voice Recordings you make are stored on your device and are not transmitted to us at the time you make them. Before a Voice Recording is transmitted to us for the first time, and separately before you first supply a photograph containing a face, we present a separate notice that describes what is collected, the specific purpose of the collection, the length of the term for which it is collected, stored and used, and the third-party providers to which it is disclosed, and we ask for your explicit written consent by requiring you to select “I agree.”

4.3.2 These consents are given separately from, and in addition to, your acceptance of these Terms.

4.3.3 Because the App cannot generate content without processing your recordings, if you do not agree, the corresponding content-generation features are not available to you and no Voice and Face Data is processed. If you have already purchased a subscription and do not agree, you may request a refund under Section 7.8. You may withdraw consent at any time by deleting the relevant recordings from My Voice or by contacting legal@comapps.co; withdrawal does not affect processing carried out before withdrawal.

4.4 Record of consent. We keep a record of each consent you provided, including the version of the notice shown to you and the date and time of your acceptance. The record is linked to your account or, if you use the App without an account, to your device.

4.5 Retention and deletion.

- (a) **Voice Data.** Your Voice Recordings are stored on your own device. A recording is transmitted to our servers only when you start a generation that uses it, only for the time required to produce that Output Content, and is deleted from our servers as soon as the generation is complete. We do not retain a copy of your recording after generation.
- (b) **Face Data.** A Photograph you upload is retained only for as long as reasonably necessary to generate and deliver the Output Content you requested, and is deleted promptly after generation and delivery.
- (c) **Source Track.** A Source Track is transmitted to our servers only for the time required to produce the Output Content you requested, and is deleted from our servers as soon as the generation is complete.
- (d) **Output Content.** Output Content is retained for up to thirty (30) days so that you can download it, after which it is deleted from our servers.
- (e) **Deleting recordings yourself.** You can delete any Voice Recording from your device at any time from within the App. Deleting the App from your device removes all Voice Recordings stored on it.
- (f) All of the above is subject to earlier deletion upon your verified request or closure of your account, and subject only to narrowly tailored retention required by law, to preserve evidence for a legal claim, or in encrypted backups that are isolated from ordinary use and deleted under our backup schedule. Our service providers process it under the retention terms described in our Privacy Policy.

4.6 Published retention schedule. Our written retention and destruction schedule for Voice and Face Data is published in our Privacy Policy. Voice and Face Data is destroyed when the purpose for which it was collected has been satisfied or, at the latest, within the periods stated in that schedule.

4.7 No sale or disclosure. We do not sell, lease, trade or otherwise profit from your Voice and Face Data. We do not disclose it except to the service providers described in Section 5.9, which process it on our behalf solely to deliver the Service, or where disclosure is required by law. We obtain your consent, as described in

Section 4.3, before making any such disclosure.

4.8 Security. We store and transmit Voice and Face Data using a reasonable standard of care that is at least as protective as the standard we use for other confidential and sensitive information.

4.9 Minors. The Service is available only to persons aged eighteen (18) or over, and we do not knowingly process Voice and Face Data relating to any person under eighteen (18) years of age. We are not able to verify the age or the identity of any person shown in an image, and where Input Content relates to a person other than you we rely on the representations you make under Sections 2.3 and 8.1. See Section 8.

5. SERVICE

5.1 You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any Input Content and Output Content) is proprietary to us or to third parties.

5.2 The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

5.3 You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

5.4 We retain the right to implement changes to the Service (whether to free or paid features) at any time. Where a change materially reduces the functionality available under your paid subscription, we will notify you in accordance with Section 1.4.2 and you may cancel under Section 7.7.

5.5 Your access to and use of the Service is at your own risk. Subject to Section 12, the Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party that results from your access to or use of the Service, or reliance on any information contained in it.

5.6 Customer support

5.6.1 We provide customer support by email at support@aimusic.zendesk.com. We aim to respond to inquiries within three (3) business days, although response times may vary. Automated acknowledgments may be sent immediately and do not constitute our full response.

5.6.2 Notwithstanding the above, cancellation requests submitted under Sections 7.7.2(c) and (d) are effective from the date and time we receive them, regardless of when they are processed. We send an automated acknowledgment upon receipt and process cancellation requests promptly; Section 7.7.4 describes the confirmation process.

5.7 Analytics and tracking technologies

5.7.1 We and our service providers use cookies, software development kits, analytics and similar technologies to understand how the Service is used, as described in our Privacy Policy. Where applicable law requires your consent to any of these technologies, we ask for it separately.

5.8 Deleting your account; termination

5.8.1 Deletion by you. You may delete your account at any time from within the App. When you delete your account, we delete or deidentify the personal information associated with it, subject to the exceptions and retention periods described in our Privacy Policy, such as records we are required to retain by law and information reasonably necessary to prevent fraud, resolve disputes or enforce these Terms.

5.8.2 Deleting your account does not cancel your subscription. Deleting your account does not, by itself, cancel any subscription, and you will continue to be charged until the subscription is cancelled. Before your account is deleted we ask you to confirm that you understand this. You may cancel at any time using any method in Section 7.7, including at <https://musicgen.space/account>. Subscriptions purchased through the Apple App Store or Google Play can only be cancelled through the relevant app store, as described in Section 7.7.1.

5.8.3 Effect on Coins. Your Coin balance is stored on your device and may also be recorded in our systems. We do not guarantee that Coins will remain available after account deletion (see Section 7.9.4). If you intend to keep using your Coins, use them before deleting your account.

5.8.4 Output Content on your device. Output Content you have already downloaded to your device is not affected by account deletion. Output Content held on our servers is deleted.

5.8.5 Termination by us. We may suspend or terminate your account where you materially breach these Terms, where required by law, or where the account has been inactive for a period specified in our Privacy Policy. Except in cases of serious breach or legal requirement, we will give you reasonable notice and an opportunity to download your Output Content before termination.

5.8.6 No refund on termination for breach. Termination under Section 5.8.5 for breach does not entitle you to a refund of amounts already paid.

5.8.7 Termination for convenience. We may decide to stop providing the Service to you for reasons other than breach of these Terms. In that case we will not renew your subscription, and you will retain access to the paid features until the end of the period you have already paid for. You will not be charged again. We may notify you by email before the renewal date. If we end your access before the end of a period you have paid for and you are not in breach of these Terms, we will refund the unused part of that period.

5.9 Third-party AI providers and infrastructure

5.9.1 We use third-party providers to operate the Service and to generate Output Content. They fall into the following categories: providers of generative AI models; providers of computing infrastructure on which models are run; and providers of supporting services such as analytics, payment processing and customer support. The specific providers we use, the categories of Input Content each of them receives, and the countries in which they process it are identified in our Privacy Policy, which we update when our providers change.

Some providers retain inputs and outputs in their own abuse-monitoring or security logs for a limited period set by that provider. We are not able to accelerate that deletion, including when you delete your account.

5.9.2 Each such provider processes Input Content on our behalf solely to deliver the Service and is not permitted to use it to develop or improve its own services. We will update our Privacy Policy and obtain any consent required by law before a new provider receives Voice and Face Data.

5.9.3 Input Content may be processed outside the country in which you live. Where required, we use appropriate safeguards for international transfers, as described in our Privacy Policy.

6. APP STORES, THIRD PARTY ADS, OTHER USERS

6.1 You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple App Store, Google Play and/or other third-party app stores (collectively, “App Stores” and each, an “App Store”). Our own website, including <https://musicgen.space> and its subdomains, is not an App Store; purchases made on our website are governed by Section 7.

6.2 You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third-party beneficiary of these Terms and will have the right to enforce these Terms.

6.3 Additional terms for users of the Apple App Store

6.3.1 These Terms are between you and the Company only, and not with Apple Inc. (“Apple”). The Company, not Apple, is solely responsible for the App and its content.

6.3.2 The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control, as permitted by the Usage Rules set out in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

6.3.3 The Company, not Apple, is solely responsible for providing any maintenance and support services with respect to the App. Apple has no obligation to furnish any maintenance and support services.

6.3.4 In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you, if any. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty are the Company’s sole responsibility.

6.3.5 The Company, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation.

6.3.6 In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, the Company, not Apple, is solely responsible for the investigation, defense, settlement and discharge of any such claim.

6.3.7 You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. See also Section 13.

6.3.8 You must comply with applicable third-party terms of agreement when using the App (for example, your wireless data service agreement).

6.3.9 Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

6.3.10 The Company’s contact details for questions, complaints or claims about the App are set out in Section 18.

6.4 Additional terms for users of Google Play

6.4.1 If you downloaded the App from Google Play, your use of the App is also subject to the Google Play Terms of Service. In the event of a conflict between these Terms and the Google Play Terms of Service with respect to your use of Google Play, the Google Play Terms of Service prevail for that purpose only.

6.4.2 Google LLC is a third-party beneficiary of these Terms with respect to your use of the App downloaded from Google Play, and may enforce these Terms against you to that extent.

6.5 The Service may contain links to third-party websites or resources and advertisements for third parties (collectively, “Third-Party Ads”). Such Third-Party Ads are not under the control of the Company and the Company is not responsible for any Third-Party Ads. The Company provides these Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Ads. When you link to a third-party site, the applicable service provider’s terms and policies, including privacy and data gathering practices, govern. Your transactions and other dealings with Third-Party Ads found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

7. SUBSCRIPTION FEES AND PAYMENT

7.1 The App is free to download. However, certain features of the Service are offered on a subscription basis for a fee, and additional Coins (Section 7.9) may be purchased as one-time in-app purchases. You may purchase a subscription directly from our website or through App Stores, and Coin packs through App Stores, paying the applicable fees (and any related taxes) as they become due. For subscriptions purchased directly on our website, Comapps LLC is the merchant of record and is responsible for billing, cancellation and refunds for those purchases; for subscriptions purchased through the Apple App Store or Google Play, the applicable store is the merchant of record and controls billing, cancellation and refunds, as described in Sections 6, 7.7 and 7.8.

7.2 Information about the available subscriptions and the cost of each is displayed to you at the point of purchase and, for subscriptions purchased through the Apple App Store or Google Play, on the App’s listing in the relevant store.

7.3 To the maximum extent permitted by applicable law, we may change subscription fees. We will notify you by email at least thirty (30) days before any increase in the recurring price of your subscription takes effect. If you do not wish to pay the new fees, you may cancel the applicable subscription before the change takes effect using any method in Section 7.7.

7.4 For purchases made directly on our website, you authorize us and our payment providers to charge the applicable fees to the payment method you submit. For purchases through the Apple App Store or Google Play, you authorize the applicable store to charge you under its terms and payment rules.

7.5 For website purchases, payment will be charged by us or our payment provider when you confirm the purchase or, if applicable, when a disclosed introductory or trial period ends. For purchases through the Apple App Store or Google Play, timing and processing are controlled by the applicable store.

7.6 Automatic renewal

7.6.1 Confirmation after purchase. Promptly after enrollment in a subscription purchased on our website, we send to the email address associated with your purchase an acknowledgment, in a form you can retain, that sets out the automatic renewal terms, our cancellation policy and how to cancel. For a subscription purchased through the Apple App Store or Google Play, the applicable store provides the purchase confirmation under its rules, and cancellation and refund instructions are also available in these Terms.

7.6.2 Renewal reminders. We provide trial-ending, promotional-price, annual-renewal and other renewal reminders when and in the manner required by applicable law. For subscriptions purchased on our website, each required reminder identifies the amount and date of the upcoming charge and includes a direct

cancellation link. We may provide additional reminders as a courtesy.

7.6.3 Renewal terms. Your subscription renews automatically for a further period of the same length unless you cancel. For subscriptions purchased on our website, a cancellation request submitted through a self-service method or received through email or our website support form before the subscription renews prevents that renewal. If we receive the request before renewal but cannot stop the renewal charge because payment processing has already begun, we will promptly reverse or refund the charge in accordance with Section 7.8.3. A request received after the subscription has renewed prevents the next renewal and is subject to the refund rights in Section 7.8. Subscriptions purchased through the Apple App Store or Google Play are subject to the applicable store's processing requirements and instructions. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional or discount pricing, unless we notify you of a rate change in accordance with Section 7.3.

7.6.4 UNINSTALLING OR DELETING THE APP FROM YOUR DEVICE DOES NOT CANCEL YOUR SUBSCRIPTION. YOU MUST CANCEL USING ONE OF THE METHODS SET OUT IN SECTION 7.7.

7.7 Cancellation

7.7.1 Subscriptions purchased through the Apple App Store or Google Play. These subscriptions are sold, billed and administered by the applicable app store, and cancellation is handled through that store under its rules. You can cancel at any time from your store account. On iPhone, iPad or iPod touch: open Settings, tap your name, tap Subscriptions, select "AI Music: Cover & Song Maker" and tap Cancel Subscription. On Android: open the Google Play app, tap the profile icon, tap Payments & subscriptions, tap Subscriptions, select the AI Music subscription and choose Cancel subscription. Full instructions are available on the Apple and Google support pages. We do not receive or control payments made through app stores and do not administer store subscriptions on your behalf. Cancelling stops future renewals; it does not by itself entitle you to a refund of amounts already paid.

7.7.2 Subscriptions purchased on our website. If you purchased a subscription directly from us, you may cancel using any one of the following methods, each of which is sufficient on its own:

- (a) **Subscription management page.** Open <https://musicgen.space/account> (also linked in your purchase confirmation email), enter the email address associated with your subscription, and we will send you a link where you can cancel. No password, App download or login to the App is required.
- (b) **In the App.** Open the subscription section of the App's settings and use the cancellation option.
- (c) **By email.** Send a request to support@aimusic.zendesk.com, preferably from the email address associated with your subscription. Any clear statement that you want to cancel is sufficient. We treat the request as received when it reaches our support inbox and send an automated acknowledgment.
- (d) **Through our website.** Submit the "Write to us" support form at <https://musicgen.space>, preferably using the email address associated with your subscription. Select or state "Cancel subscription." Any clear statement that you want to cancel is sufficient. We treat the request as received when it reaches our support system and send an automated acknowledgment.

7.7.3 Effect of cancellation. For subscriptions purchased on our website, cancellation through the subscription management page or the App is effective immediately upon submission. A cancellation request sent by email or through our website support form is effective when received by our systems, not when reviewed by support personnel. Section 7.6.3 sets out what happens when a request is received before or after a renewal. Unless we state otherwise, you retain access to premium features until the end of the period already paid for. Cancellation does not, by itself, entitle you to a refund of amounts properly charged before cancellation; refunds, including refunds for charges after cancellation, are addressed in Section 7.8. Subscriptions purchased through the Apple App Store or Google Play are subject to the applicable store's processing rules.

7.7.4 Confirmation. We confirm self-service cancellations immediately on screen and by email. For email or website-form requests, we send an automated acknowledgment upon receipt and a cancellation confirmation promptly afterwards. If you do not receive a confirmation, please contact support@aimusic.zendesk.com or legal@comapps.co. Failure to receive a confirmation does not invalidate a cancellation request that we received.

7.8 Refunds

7.8.1 Money-back period. If you purchased a subscription directly on our website, you may request a refund of your first subscription payment within thirty-one (31) days of that payment. You may submit the request through any refund option in our subscription management page, through the "Write to us" form at <https://musicgen.space>, or by email to support@aimusic.zendesk.com, preferably from the email address associated with your subscription. Any clear statement requesting a refund is sufficient. Approved refunds are returned to the original payment method in accordance with Section 7.8.10.

7.8.2 Discretionary refunds. We may, at our discretion, grant refunds outside the period described in Section 7.8.1, including where a technical fault prevented you from using the Service. Granting a refund in one case does not oblige us to grant a refund in any other case.

7.8.3 Billing errors and wrongful charges. This Section applies to subscriptions purchased directly on our website. Notwithstanding anything to the contrary in these Terms, and in addition to any other right you may have, if you are charged: (a) after your cancellation took effect; (b) following a cancellation request we failed to process; (c) because a cancellation method described in Section 7.7 was unavailable or failed when you attempted to use it; (d) contrary to the trial, introductory, promotional or renewal terms disclosed to you before purchase; or (e) as a result of a duplicate, erroneous or unauthorized transaction, then that charge will be reversed or refunded in full. The number and frequency of refunds available to you under this Section are not limited by any other provision of these Terms, including any provision making subsequent payments non-refundable. Charges made through the Apple App Store or Google Play are billed by that store and are addressed under Section 7.8.5. Nothing in this Section limits any right you may have under applicable law.

7.8.4 Subsequent payments. Payments after your first subscription payment are generally non-refundable, except where a refund is required by applicable law, granted under Section 7.8.2, or due for a billing error or wrongful charge under Section 7.8.3.

7.8.5 Apple App Store and Google Play purchases. Purchases made through the Apple App Store or Google Play are billed by that store, not by us. Apple App Store: Apple processes all refunds for these purchases under its own policy. We are not able to issue or process a refund for an App Store purchase. To request a refund, use Apple's refund request process. Google Play: refunds for these purchases are governed by Google's refund policy and are requested from Google Play. We do not administer refunds for Google Play purchases, and refund requests for them should be directed to Google. Nothing in this Section limits Section 7.8.6 or any right you may have under applicable law.

7.8.6 Statutory rights. Nothing in this Section limits any refund or cancellation right you may have under mandatory consumer protection law in your jurisdiction, including any statutory withdrawal or cooling-off right.

7.8.7 Exclusions. Refunds under Section 7.8.1 are not available: (a) while a chargeback or payment dispute for the same payment remains open with your bank or card issuer; (b) where we have reasonable grounds, supported by documented evidence, to believe the request is fraudulent, abusive or part of a pattern of repeated purchase-and-refund activity across one or more accounts; or (c) for any payment already refunded. This paragraph does not limit refunds under Section 7.8.3 or any non-waivable right under applicable law.

7.8.8 Consumers in the EU, EEA and UK. If you are a consumer resident in the European Union, the European Economic Area or the United Kingdom, you have a statutory right to withdraw from your purchase within fourteen (14) days of the date of purchase without giving any reason. Where you have requested that the Service be made available to you immediately, and have acknowledged that this affects your right of withdrawal, any refund may be reduced in proportion to the Service already provided before you notified us of your withdrawal, as permitted by law. To exercise this right, send a clear statement to legal@comapps.co or support@aimusic.zendesk.com. You may use the following model form, although this is not mandatory: "To Comapps LLC: I hereby give notice that I withdraw from my contract for the AI Music subscription ordered on [date]. Name: []. Email: []. Date: []."

7.8.9 Consumers in Brazil. If you are a consumer resident in Brazil, you may withdraw from your purchase within seven (7) days of the date of purchase and receive a full refund, in accordance with Article 49 of the Consumer Protection Code.

7.8.10 Processing and response time. We acknowledge refund requests upon receipt, aim to respond promptly, and initiate each approved refund to the original payment method without undue delay. The time for the credit to appear is controlled by your bank, card issuer or payment provider.

7.9 Virtual Coins

7.9.1 Nature of Coins. Certain features of the Service operate on a system of virtual coins ("Coins"). Coins are a limited, non-transferable, revocable license to access features of the Service. Coins are not money, not a currency, not a stored-value or gift card, not a security, and not property. They have no monetary value and cannot be redeemed or exchanged for cash or any legal tender.

7.9.2 How Coins are obtained and spent. A subscription provides an allocation of Coins credited each billing period; the features included in each subscription plan are described at the point of purchase. You may also purchase additional Coin packs as one-time in-app purchases through the Apple App Store or Google Play, whether or not you have a subscription. All Coins, however obtained, are held in a single balance and are subject to this Section. Coins are spent on content generation, and the Coin cost of each type of generation is displayed in the App and may vary by feature. Coins may not be sold, transferred, traded, gifted or exchanged outside the Service.

7.9.3 Availability of Coins. Coins purchased as Coin packs do not expire and may be used without an active subscription. Coins credited under a subscription remain available at least until the end of the subscription period in which they were credited. After that period, or after your subscription ends, we may set an expiry for Coins credited under a subscription; any such expiry will be shown in the App before it applies.

7.9.4 Account deletion and device storage. Your Coin balance is stored on your device and may also be recorded in our systems. We do not guarantee that Coins will remain available after you delete your account,

uninstall the App, reset or change your device, or sign out of the cloud account associated with it. Coins that become unavailable for these reasons are not refunded or restored. If you intend to keep using your Coins, do not delete your account. Coins cannot be transferred between iOS and Android, between devices, or to another person. If we discontinue the Service or block your access for any reason other than your breach, we will refund the price you paid for any unused purchased Coin packs, or provide equivalent value, to the extent required by applicable law.

7.9.5 Refunds and Coins. Coin packs purchased through the Apple App Store or Google Play are subject to that store's refund policies, and we are unable to process refunds for them directly. Refunds of subscription fees, where granted, do not extend to Coins already spent. If a refund is granted for any payment, whether by us, the Apple App Store or Google Play, the Coins credited to your account in connection with that payment will be revoked.

7.9.6 Changes. We may change the Coin allocation of subscription plans, the price of Coin packs and the Coin cost of generations prospectively, with notice as described in Section 1.4. Changes will not reduce Coins already credited to your balance, except as provided in Section 7.9.3.

7.9.7 Digital content. Coins are consumable digital content delivered immediately upon purchase. Where applicable law grants a right to withdraw from a purchase of digital content, we will obtain your prior express consent to immediate delivery and your acknowledgment that, to the extent permitted by law, the right of withdrawal is lost once delivery begins. If we do not obtain that consent and acknowledgment, your statutory withdrawal rights remain unaffected.

7.10 Your email address; locating your subscription

7.10.1 Accuracy of your email address. You are responsible for providing an accurate email address at checkout and for keeping it up to date. We send your purchase confirmation, renewal reminders and cancellation link to that address, and communications sent to it are treated as delivered to you. If the address you provided is incorrect or you no longer have access to it, you may not receive these communications, and we are not responsible for that non-receipt.

7.10.2 Cancelling without access to your confirmation email. If you cannot use the cancellation methods in Section 7.7.2 because you did not receive your confirmation email or cannot log in, you can still cancel. Contact us at support@aimusic.zendesk.com and give us information that helps us find your payment, such as the last four digits of the payment card, the name on the card, and the date and amount of the charge. You do not need to know the email address you originally entered. We will use reasonable efforts to locate your subscription from this information and, once we have identified it, will cancel it and confirm the cancellation to the email address you contact us from.

7.10.3 If we cannot locate your subscription. We may be unable to locate a subscription where the information you provide does not match our payment records. In that case we will tell you what additional information may help. Once we have identified your subscription, we will refund any charge made after the date of your first cancellation request. We are not responsible for charges made before you first contacted us with information sufficient to identify your subscription, except as required by applicable law.

8. AGE REQUIREMENT

8.1 The Service is intended solely for adults. You must be at least eighteen (18) years of age to create an account, purchase a subscription, or otherwise use the Service. By using the Service, you represent and warrant that you are at least eighteen (18) years old and have the legal capacity to enter into these Terms.

8.2 We do not knowingly collect personal information, including Voice and Face Data, from anyone under eighteen (18) years of age. If we become aware that we have collected such information, we will delete it and terminate the associated account.

8.3 You may not record, upload or process the voice or image of any person under eighteen (18) years of age.

8.4 Age controls. The Service is contractually limited to users aged eighteen (18) and over regardless of any content rating, age rating or parental-control setting shown by the Apple App Store or Google Play. We rely on your representation in Section 8.1 and may use age-screening or age-assurance measures permitted by law. We may suspend or terminate an account if we reasonably believe the user is under eighteen (18).

8.5 Reporting. If you believe a person under eighteen (18) has provided us with personal information, or that the voice or image of a person under eighteen (18) years of age has been processed by the Service in breach of these Terms, contact us immediately at legal@comapps.co and we will take prompt action, including deleting the account and any associated personal information and Voice and Face Data.

8.6 Objection by a parent or guardian. If you are the parent or legal guardian of a person whose voice or image has been processed by the Service and you did not consent to that processing, contact us at legal@comapps.co with enough detail to identify the content. We will delete it, any Voice and Face Data

derived from it and any Output Content generated from it, and we may suspend or terminate the account responsible. We act on such a request without requiring you to show that the processing breached these Terms.

9. PROHIBITED USES

9.1 You agree that you will not use the Service, and will not provide any Input Content to the Service, in order to:

- (a) record, upload or process the voice or image of a person under eighteen (18) years of age;
- (b) create any sexual, sexualised, nude or intimate content, or any content depicting a person in a sexualised manner;
- (c) record the voice of any person other than yourself, including by playing back a recording of another person's voice, or upload an image of any identifiable person other than yourself without that person's prior consent;
- (d) create content that imitates the voice of any identifiable person other than yourself, including any recording artist, whether living or deceased; or submit a Prompt to that effect, including any instruction to sing, sound or perform "like" a named person;
- (e) create content that impersonates a real person, including "digital replicas" or "deepfakes", or that falsely depicts a real person saying, singing or doing something they did not say, sing or do, including for the purpose of deception, fraud, harassment, defamation, blackmail, disinformation, or interference with elections or other civic processes;
- (f) create a digital replica of a deceased person, including any deceased recording artist or performer;
- (g) create content depicting violence, self-harm, cruelty, or the abuse or exploitation of any person or animal;
- (h) create content that promotes hatred, harassment or discrimination against any person or group;
- (i) enter as a Prompt any lyrics or other text written by another person, including the words of any published song, in which you do not own or hold a licence to all necessary rights;
- (j) upload any sound recording or musical composition in which you do not own or hold a licence to all necessary rights, including any commercially released recording, and including any file obtained by circumventing technical protection measures or by extracting or downloading audio from a streaming service;
- (k) sell, license, distribute, broadcast or monetise any Output Content, upload it to any streaming or download service or music distributor, or submit it to any content identification or rights management system, contrary to Sections 2.5.2 and 3.4;
- (l) otherwise infringe any copyright, trademark, right of publicity, right of privacy, moral right or other right of any third party;
- (m) violate any applicable law, or use the Output Content in connection with any unlawful activity;
- (n) use the Service, or any Input or Output Content, to develop a competing product or to train, fine-tune, distil or otherwise develop any machine learning model;
- (o) remove, obscure, alter or circumvent any label, watermark or provenance metadata applied to Output Content, or circumvent or interfere with any moderation, filtering or content-recognition measure applied by the Service; or
- (p) upload malicious code, or attempt to gain unauthorized access to the Service or to any other user's account.

9.2 Enforcement. We may remove content, suspend or terminate accounts, and report activity to law enforcement where we reasonably believe this Section has been violated. We may do so without prior notice where the violation is serious. Termination under this Section does not entitle you to a refund.

9.3 Reporting. If you believe content generated using the Service violates this Section or your rights, contact legal@comapps.co. For copyright complaints, see Section 14; for complaints concerning voice, image, likeness or performance, see Section 14.7.

10. USER REPRESENTATIONS AND RESTRICTIONS

10.1 By using the Service, you represent and warrant that: you have the legal capacity to enter into these Terms and meet the age requirement in Section 8; you will not access the Service through automated or non-human means, whether through a bot, script or otherwise; and you will not use the Service for any illegal or unauthorized purpose or in violation of any applicable law.

10.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

10.3 You may not access or use the Service for any purpose other than that for which we make the Service available. For the avoidance of doubt, this does not restrict your use of Output Content as permitted by Sections 2.5.2 and 3.4.

10.4 As a user of the Service, you agree not to:

- (a) make any unauthorized use of the Service, or any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
- (b) circumvent, disable, or otherwise interfere with security-related features of the Service, or attempt to bypass any measures designed to prevent or restrict access;
- (c) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
- (d) upload or distribute files that contain viruses, worms, trojans, corrupted files, or any other similar software that may damage the operation of another's computer;
- (e) use, launch, develop, or distribute any automated system, including any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or use or launch any unauthorized script.

11. DISCLAIMER OF ALL WARRANTIES

11.1 THE APP, CONTENT, OUTPUT CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SERVICE, CONTENT OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (II) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (V) ANY PARTICULAR RESULT, QUALITY OR VOCAL SIMILARITY OF AI GENERATION CAN BE ACHIEVED; OR (VI) ANY OUTPUT CONTENT MAY LAWFULLY BE PUBLISHED, DISTRIBUTED, PERFORMED OR MONETISED, OR WILL BE ACCEPTED BY ANY PLATFORM, DISTRIBUTOR OR CONTENT IDENTIFICATION SYSTEM.

11.2 Some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you, and you may have additional rights under the law of your jurisdiction.

12. LIMITATION ON LIABILITY AND INDEMNIFICATION

12.1 IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, OR THIRD-PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT OR SERVICE IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED US DOLLARS (USD 100).

12.3 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.

12.4 Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

12.5 Indemnification

12.5.1 To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Company and its affiliates, officers, directors, employees, agents and licensors from and against any claim, demand, loss, liability, damage, cost or expense (including reasonable attorneys' fees) brought by a third party and arising out of or relating to: (a) your Input Content, including any claim that it infringes or violates the rights of any person, and including any claim relating to a musical composition, sound recording, performance, voice, name, image or likeness contained in or derived from it; (b) your use, publication, distribution or monetisation of Output Content; (c) your breach of these Terms, including Section 3 (Your Content and Third-Party Rights) and Section 9 (Prohibited Uses); or (d) your violation of any applicable law or of the rights of any third party.

12.5.2 We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense of that claim. You may not settle any claim that imposes obligations on the Company without our prior written consent.

12.5.3 This Section does not apply to consumers in jurisdictions where such indemnification obligations are not permitted under mandatory consumer protection law, and in no event does it require you to indemnify us for claims arising from our own breach, negligence or willful misconduct.

13. INTERNATIONAL USE, SANCTIONS AND EXPORT CONTROL

13.1 The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

13.2 The Service is subject to the economic sanctions and export control laws of the United States, including regulations administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the Export Administration Regulations.

13.3 You represent and warrant that you are not: (a) located in, ordinarily resident in, or organized under the laws of any country or territory that is the target of comprehensive sanctions; (b) identified on any restricted or denied party list maintained by the United States, the European Union, the United Kingdom or the United Nations; or (c) owned or controlled by, or acting on behalf of, any such person.

13.4 You agree not to use the Service, or to export or re-export any output or technology obtained through it, in violation of applicable sanctions or export control laws.

13.5 We may suspend or terminate your access, without notice and without refund, where we reasonably determine that continued provision of the Service would breach applicable sanctions or export control laws.

14. COPYRIGHT, DMCA NOTICES AND RIGHTS COMPLAINTS

14.1 We respect the intellectual property rights of others and expect users of the Service to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we will respond expeditiously to properly submitted notices of claimed copyright infringement.

14.2 Designated Agent. Notices of claimed copyright infringement should be sent to our Designated Agent, registered with the U.S. Copyright Office (Registration No. DMCA-1079511): DMCA Agent, Comapps LLC, 700 North Fairfax St, Ste 614, Alexandria, VA 22314, USA. Email: dmca@comapps.co.

14.3 Contents of a notice. To be effective, a notification of claimed infringement must be a written communication that includes substantially the following: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or a representative list of such works; identification of the material claimed to be infringing and information reasonably sufficient to permit us to locate it; information reasonably sufficient to permit us to contact you; a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are

authorized to act on behalf of the owner.

14.4 Counter-notification. If you believe that material you submitted was removed or disabled by mistake or misidentification, you may send a counter-notification to the address in Section 14.2 containing the elements required by 17 U.S.C. § 512(g)(3).

14.5 Repeat infringers. We have adopted and reasonably implement a policy of terminating, in appropriate circumstances, the accounts of users who are repeat infringers. We maintain an internal policy setting out how notices are recorded and when an account is terminated, and we apply it consistently.

14.6 Standard technical measures. We accommodate and do not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works, within the meaning of 17 U.S.C. § 512(i)(2).

14.7 Complaints concerning voice, name, image, likeness or performance. Separately from copyright, if you believe that the Service has been used to reproduce your voice, name, image, likeness or performance, or that of a person or estate you represent, without authorisation, you may notify us at legal@comapps.co. Please include: your name and contact details; the person whose rights are said to be affected and your authority to act for them; a description of the content and information sufficient to locate it; and a statement of the basis of your complaint. We will review each such notice, and where a complaint is substantiated we will remove the content, and may suspend or terminate the account responsible. This route is available whether or not the content is also the subject of a copyright claim.

14.8 Misrepresentations. Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake, may be liable for damages.

15. GOVERNING LAW, DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO PARTICIPATE IN A CLASS ACTION. IT REQUIRES YOU AND THE COMPANY TO RESOLVE MOST DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 15.9.

15.1 Governing law

15.1.1 These Terms and any dispute arising out of or relating to these Terms or the Service are governed by the laws of the Commonwealth of Virginia, without regard to its conflict-of-laws rules, except that the Federal Arbitration Act, 9 U.S.C. §§ 1–16, governs the interpretation and enforcement of the arbitration provisions of this Section 15.

15.1.2 Scope of this choice of law. The choice of Virginia law in Section 15.1.1 applies to the interpretation, validity and enforcement of these Terms and to claims arising out of the contractual relationship between you and the Company. It does not select Virginia law to govern statutory consumer-protection claims, and in particular it does not extend the Virginia Consumer Protection Act, Va. Code § 59.1-196 et seq., or any other Virginia consumer-protection statute, to any person who does not reside in the Commonwealth of Virginia. If you reside in the United States, any statutory consumer-protection claim is governed by the law that would apply under ordinary choice-of-law principles in the absence of Section 15.1.1, and nothing in these Terms waives or limits any right under the consumer-protection laws of the state in which you reside that cannot be waived or limited by agreement. Nothing in this Section 15.1.2 limits, modifies or creates any exception to Section 15.3 (Agreement to arbitrate), Section 15.4 (Exceptions to arbitration) or Section 15.5 (Class action and jury trial waiver).

15.1.3 Consumers in the EU, EEA and UK. If you are a consumer resident in the European Union, the European Economic Area or the United Kingdom: (a) the arbitration agreement and class action waiver in Sections 15.2 through 15.11 do not apply to you; (b) nothing in these Terms deprives you of the protection of the mandatory consumer protection laws of the country in which you reside; and (c) you may bring proceedings in the courts of the country in which you reside, and we may bring proceedings against you only in those courts.

15.1.4 Other users outside the United States. If you reside outside the United States and are not covered by Section 15.1.3, the arbitration agreement in this Section 15 applies to the extent it is enforceable under the laws of your country of residence. Where it is not enforceable, disputes will be resolved exclusively in the state courts of the Commonwealth of Virginia sitting in the City of Alexandria (and specifically the Circuit Court for the City of Alexandria), except for any claim that is within the exclusive jurisdiction of the federal courts, and you consent to the exclusive personal jurisdiction and venue of those courts, without prejudice to any mandatory consumer protection provisions of the law of the jurisdiction in which you reside.

15.2 Informal dispute resolution first

Before initiating any arbitration or court proceeding, you and the Company agree to attempt in good faith to resolve the dispute informally for at least sixty (60) days. To begin, you must send a written Notice of Dispute to legal@comapps.co (or by mail to Comapps LLC, 700 North Fairfax St, Ste 614, Alexandria, VA 22314, USA). The Notice must include: (a) your name; (b) the email address associated with your account; (c) a description of the nature and basis of the dispute; and (d) the specific relief sought, including the amount claimed, if any. If the Company has a dispute with you, it will send an equivalent notice to the email address associated with your account. During this period, either party may request an individualized telephone or videoconference settlement conference, and both parties will cooperate in good faith to schedule it. This informal process is a condition precedent to commencing any arbitration or court proceeding, except where prohibited by applicable law or where necessary to seek emergency or time-sensitive injunctive relief. The applicable statute of limitations and filing deadlines will be tolled while this process is pending.

15.3 Agreement to arbitrate

Except as provided in Sections 15.1.3, 15.1.4, 15.4, 15.9 and 15.13, if the dispute is not resolved through the process in Section 15.2, you and the Company agree that any dispute, claim or controversy arising out of or relating to these Terms, the Service, your subscription, any billing or cancellation matter, or any advertising or marketing of the Service — whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and whether arising before, during or after the termination of these Terms — will be resolved exclusively by final and binding individual arbitration, and not in a court of law.

Delegation. The arbitrator, and not any court, has exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Section 15, including any claim that all or part of it is void or voidable, except that a court retains authority to decide whether Section 15.5 (Class Action and Jury Trial Waiver) is enforceable.

15.4 Exceptions to arbitration

This Section 15 does not apply to: (a) any individual claim brought in a small claims court, so long as the claim remains in that court, is brought on an individual basis, and seeks only individual relief; (b) any claim to enforce or protect, or concerning the validity of, either party's intellectual property rights; or (c) any claim for public injunctive relief, to the extent such a claim cannot lawfully be waived or compelled to arbitration under applicable law, which claim shall be severed, to the extent permitted by applicable law, and stayed pending the outcome of arbitration of all other claims.

Where a dispute includes both claims subject to arbitration and claims that are not, you and the Company agree, to the extent permitted by applicable law, that any court proceeding concerning the non-arbitrable claims will be stayed pending the outcome of the arbitration.

Exclusive Court Forum. Except for an individual small claims action permitted under subsection (a) above, any court proceeding permitted under this Section 15 must be brought exclusively in the state courts of the Commonwealth of Virginia located in the City of Alexandria having subject-matter jurisdiction. Any claim within the exclusive subject-matter jurisdiction of the federal courts must be brought exclusively in the United States District Court for the Eastern District of Virginia, Alexandria Division. Each party consents to the personal jurisdiction and venue of those courts and waives any objection based on improper venue or inconvenient forum. This paragraph applies only to the extent permitted by applicable law and does not deprive a consumer of any non-waivable right to bring a claim in another forum.

15.5 Class action and jury trial waiver

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF MORE THAN ONE PERSON, MAY NOT PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING, AND MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON THAT PARTY'S INDIVIDUAL CLAIM. YOU AND THE COMPANY WAIVE ANY RIGHT TO A TRIAL BY JURY.

15.6 Arbitration rules and procedure

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as modified by these Terms. The rules are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Section, the parties will agree on an alternative administrator, or a court of competent jurisdiction will appoint one. The arbitration will be conducted by a single arbitrator. For claims of USD 25,000 or less, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, unless you request a telephonic or in-person hearing, or the arbitrator determines a hearing is necessary. Any in-person hearing will take place in the county of your residence, or at another mutually agreed location. The arbitrator's award will be in writing, will state the essential findings and conclusions, and may be entered as a judgment in any court of competent jurisdiction.

Upon the request of either party, the arbitrator will issue an order providing that confidential information

disclosed during the arbitration may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the award, and that any filing of confidential information must be made under seal.

15.7 Arbitration costs

Payment of filing, administration and arbitrator fees will be governed by the AAA's Consumer Arbitration Rules. Where the AAA rules require you to pay a filing fee, and your claim is for USD 10,000 or less, the Company will pay the portion of your filing fee that exceeds the cost of filing a claim in the federal or state court where you reside, unless the arbitrator determines that your claim was frivolous or brought for an improper purpose. Each party is otherwise responsible for its own attorneys' fees, except where an award of fees is available under applicable law or the arbitrator determines otherwise.

If either party brings a claim that is subject to arbitration in a court or other forum in breach of this Section 15, the court or arbitrator may award the other party its reasonable costs and attorneys' fees incurred in staying or dismissing that proceeding or otherwise enforcing this Section 15, to the extent permitted by applicable law.

15.8 Coordinated and mass filings

If twenty-five (25) or more demands for arbitration raising substantially similar claims are filed against the Company by or with the assistance of the same law firm or coordinated group of counsel within a ninety (90) day period, the parties agree that such demands will be administered in sequential batches of no more than fifty (50) demands at a time. Each batch will be assigned to a single arbitrator, and the parties will cooperate in good faith with the administrator to implement this process, including with respect to the payment of fees. If the AAA's Mass Arbitration Supplementary Rules apply to those demands, the AAA will administer them under those rules, and the batching described in this Section will apply to the extent consistent with them. The statute of limitations and any filing deadlines are tolled for demands awaiting their batch. This provision does not limit any party's right to seek individual relief.

15.9 Your right to opt out of arbitration

YOU MAY OPT OUT OF THIS SECTION 15 (SECTIONS 15.2 THROUGH 15.8) BY SENDING WRITTEN NOTICE TO LEGAL@COMAPPS.CO WITHIN THIRTY (30) DAYS OF THE DATE YOU FIRST ACCEPT THESE TERMS (OR, FOR EXISTING USERS, WITHIN THIRTY (30) DAYS OF THE DATE THESE TERMS TAKE EFFECT FOR YOU).

Your notice must include: (a) your full name; (b) the email address associated with your account; and (c) a clear statement that you wish to opt out of the arbitration agreement. You may use the subject line "Arbitration Opt-Out". Opting out will not affect any other provision of these Terms, and will not adversely affect your use of the Service or your relationship with the Company in any way. If you opt out, disputes will be resolved exclusively in the state courts of the Commonwealth of Virginia sitting in the City of Alexandria (and specifically the Circuit Court for the City of Alexandria), except for any claim that is within the exclusive jurisdiction of the federal courts, and you and the Company consent to the exclusive personal jurisdiction and venue of those courts. The class action and jury trial waivers in Section 15.5 will not apply to you if you validly opt out.

15.10 Severability

If any portion of this Section 15 is found to be unenforceable, that portion will be severed and the remainder will continue in force — except that if Section 15.5 (Class Action and Jury Trial Waiver) is found unenforceable as to any claim or any request for particular relief, then this entire Section 15 will be null and void as to that claim or that request for relief only, which will instead proceed in the courts identified in Sections 15.4 and 15.9, as applicable, and all other claims will remain subject to arbitration.

15.11 Changes to this Section

If the Company makes any material change to this Section 15 after the date you last accepted these Terms, that change will not apply to any dispute for which the Company had actual notice on or before the date of the change. Any such change will be notified to you as described in Section 1.4, and you will have thirty (30) days from the effective date to opt out under Section 15.9.

15.12 Survival

This Section 15 survives the termination of these Terms and your use of the Service.

15.13 Prospective Application

This Section 15 does not apply to any claim to the extent it arises from conduct occurring before the date on which you first validly accepted a version of these Terms containing this Section 15. Nothing in this version of the Terms waives, releases, or otherwise affects such a claim, which remains governed by the agreement, if any, in effect at the time of the relevant conduct.

16. NOTICE TO CALIFORNIA RESIDENTS

16.1 Under California Civil Code §1789.3, California residents are entitled to the following notice. The provider of this Service is Comapps LLC, 700 North Fairfax St, Ste 614, Alexandria, VA 22314, USA. You may contact us at legal@comapps.co.

16.2 The prices of our subscription plans are displayed within the App and on our website before purchase. You may file a complaint with us at legal@comapps.co.

16.3 The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210, or at 711 or (800) 735-2929 (TTY) for hearing-impaired callers.

17. MISCELLANEOUS PROVISIONS

17.1 No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof.

17.2 If any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Section 15.10 governs severability within Section 15. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding their subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

17.3 Assignment

17.3.1 You may not assign or transfer these Terms, or any rights or obligations under them, without our prior written consent. Any attempted assignment in violation of this Section is void.

17.3.2 We may assign or transfer these Terms, in whole or in part, to an affiliate, or in connection with a merger, acquisition, corporate reorganisation, financing, or a sale or transfer of all or part of our business or assets, including the sale or transfer of an individual application or product line together with the related user accounts and subscriptions. We will notify you of any such assignment.

17.3.3 Any assignee will be bound by these Terms and by our Privacy Policy as they apply to your personal information and Voice and Face Data at the time of the assignment. Where applicable law requires your consent to the transfer of Voice and Face Data, we will obtain that consent separately.

17.3.4 If you do not wish your subscription to be transferred, you may cancel it before the assignment takes effect using any method in Section 7.7.

17.4 All information communicated on the Service is considered an electronic communication. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing. You further acknowledge and agree that by clicking on a button labelled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract.

17.5 Force majeure. Neither party will be liable for any failure or delay in performing its obligations under these Terms to the extent caused by circumstances beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, governmental action, strikes, failure of telecommunications or internet infrastructure, failure or unavailability of third-party AI model providers, computing infrastructure providers or payment processors, or cyber-attacks, for as long as such circumstances continue. This Section does not affect your right to cancel your subscription or any statutory right to a refund where the Service is unavailable for an extended period.

17.6 Survival. Sections 2.4, 2.5, 3, 4, 5.7, 5.8, 9, 11, 12, 14, 15, 16 and 17, and any other provision which by its nature is intended to survive, will survive the termination of these Terms and of your use of the Service.

17.7 Language. These Terms are drafted in English. Any translation is provided for convenience only; in the event of any inconsistency, the English version prevails to the extent permitted by applicable law.

18. CONTACT

18.1 For questions regarding the Service, subscriptions, billing or customer support: support@aimusic.zendesk.com

18.2 For legal notices, privacy requests, arbitration opt-out and other legal matters under these Terms: legal@comapps.co

18.3 For notices of claimed copyright infringement and counter-notifications: see Section 14.2

18.4 For complaints concerning voice, name, image, likeness or performance: legal@comapps.co (see Section 14.7)

18.5 Postal address for legal notices: Comapps LLC, 700 North Fairfax St, Ste 614, Alexandria, VA 22314, USA

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE, INCLUDING SECTION 3 (YOUR CONTENT AND THIRD-PARTY RIGHTS) AND THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 15.