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Terms of Service

PLEASE READ THESE TERMS OF SERVICE ("AGREEMENT" OR "TERMS OF SERVICE") CAREFULLY BEFORE USING THE SERVICES OFFERED BY PLAYGROUND.AI.COM. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE PLAYGROUND AI WEBSITE AND ALL RELATED SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FEATURES, CONTENT, WEBSITES (INCLUDING WWW.PLAYGROUND.AI.COM) OR APPLICATIONS OFFERED FROM TIME TO TIME BY Playground AI IN CONNECTION THEREWITH (COLLECTIVELY "SERVICE(S)"). BY USING THE SERVICES IN ANY MANNER, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

BY USING THE SERVICES IN ANY MANNER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL AUTHORITY TO AGREE AND BE BOUND BY THIS AGREEMENT BETWEEN YOU AND MIGHTY COMPUTING, INC. (HEREIN, "PLAYGROUND"). IF YOU SIGN UP FOR THE SERVICE ON BEHALF OF AN ORGANIZATION USING AN EMAIL ADDRESS PROVIDED BY YOUR EMPLOYER OR ANOTHER ORGANIZATION, (I) YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THAT ENTITY WITH AUTHORITY TO BIND THAT ENTITY TO THESE TERMS OF SERVICE; (II) YOUR USE OF THE SERVICE WILL BIND THAT ENTITY TO THIS AGREEMENT; AND (III) "YOU" AND "YOUR" IN THESE TERMS OF SERVICE WILL REFER TO BOTH YOU AND THAT ENTITY.

Acceptance of Terms of Service

In using the Service, you may enter text prompts and upload your own images or content (collectively, "Inputs"), all of which you have full control and responsibility over, in order to generate images or content (collectively, "Outputs"). You represent and warrant that you own all rights, title, and interest in and to your Inputs or that you have otherwise secured all necessary rights in your Inputs. Inputs and Outputs are collectively referenced herein as "Assets." Through our Service, Playground empowers you with AI-assisted tools that allow you to create and modify such Assets. We also enable an open creative community that allows others to utilize and remix your Assets whenever

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The Service is offered subject to acceptance without modification of all of these Terms of Service and all other operating rules, policies and procedures that may be published from time to time in connection with the Services by Playground AI. In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by Playground AI from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

Playground AI may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

DMCA and Takedowns Policy

Playground utilizes artificial intelligence systems to produce the Assets. Such Assets may be unintentionally similar to copyright protected material or trademarks held by others. We respect rights holders internationally and we ask our users to do the same. If you believe your copyright or trademark is being infringed by the Service, please write to support@playgroundai.com and we will process and investigate your request and take appropriate actions under the Digital Millennium Copyright Act and other applicable intellectual property laws with respect to any alleged or actual infringement.

Modification of Terms of Service

At its sole discretion, Playground AI may modify or replace any of the Terms of Service, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Playground AI websites or Service or by sending you an email. Playground AI may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Service periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Service constitutes acceptance of those changes.

As we seek to constantly augment our Service for you, the Services are subject to modification, discontinuation and other adjustment, including

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guarantees are made with respect to the continuation, quality, stability, uptime or reliability of the Service or Assets, other than as specified in specific agreement with you.

Trademarks and Patents

All Playground AI logos, marks and designations are trademarks or registered trademarks of Playground AI. All other trademarks mentioned in this website are the property of their respective owners. The trademarks and logos displayed on this website may not be used without the prior written consent of Playground AI or their respective owners. Portions, features and/or functionality of Playground AI's products may be protected under Playground AI patent applications or patents.

Licensing Terms

Subject to your compliance with this Agreement, the conditions herein and any limitations applicable to Mighty or by law: (i) you are granted a non-exclusive, limited, non-transferable, non-sublicensable, non-assignable, freely revocable license to access and use the Service for business or personal use; (ii) you own all Assets you create with the Services and (iii) we hereby assign to you all rights, title and interest in and to such Assets for your personal or commercial use. Otherwise, Playground reserves all rights not expressly granted under these Terms of Service. Each person must have a unique account and you are responsible for any activity conducted on your account. A breach or violation of any of our Terms of Service may result in an immediate termination of your right to use our Service.

By using the Services, you grant to Playground, its successors, and assigns a perpetual, worldwide, non-exclusive, sublicensable, no-charge, royalty-free, irrevocable copyright license to use, copy, reproduce, process, adapt, modify, publish, transmit, prepare Derivative Works of, publicly display, publicly perform, sublicense, and/or distribute text prompts and images you input into the Services, or Assets produced by the Service at your direction. This license authorizes Playground to make the Assets available generally and to use such Assets as needed to provide, maintain, promote and improve the Services, as well as to comply with applicable law and enforce our policies. You agree that this license is provided with no compensation

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compensation for the grant of rights herein. You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your publicly available Assets through the Service, and to use those Assets (including to reproduce, distribute, modify, display, and perform it) only as enabled by a feature of the Service. The license to Playground survives termination of this Agreement by any party, for any reason.

Fees and Payments

Playground offers a free and paid Service. You can learn more about our paid subscription offering [here](#). You can sign up for a recurring subscription, payable in U.S. dollars, that will automatically renew on the basis of the term. You can stop using the Service and cancel your subscription at any time through the website or by emailing us at support@playgroundai.com. If you cancel your subscription, you will not receive a refund or credit for any amounts that have already been billed or paid. Playground reserves the right to change its prices at any time. If you are on a subscription plan, changes to pricing will not apply until your next renewal or thirty (30) days after notice, whichever is later.

Unless otherwise stated, your subscription fees ("Fees") do not include federal, state, local, and foreign taxes, duties, and other similar assessments ("Taxes"). You are responsible for all Taxes associated with your purchase and we may invoice you for such Taxes. You agree to timely pay such Taxes and provide us with documentation showing the payment or additional evidence that we may reasonably require. If any amount of your Fees are past due, we may suspend your access to the Services after we provide you written notice of late payment. You may not create more than one account to benefit from the Free tier of our Services. If we believe you are not using the Free tier in good faith, we may charge you standard fees or stop providing access to the Services.

Rules and Conduct

As a condition of use, you must adhere to our [Content Policy](#) and not use the Service for any purpose that is prohibited by the Terms of Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) take any action (including making

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regulation; infringes upon any intellectual property or other right of any other person or entity; is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, furthering of self-harm or profane; creates Assets that exploits or abuses children; generates or disseminates verifiably false information with the purpose of harming others; impersonates or attempts to impersonate others; generates or disseminates personally identifying or identifiable information; creates Assets that implies or promotes support of a terrorist organization; creates Assets that condone or promote violence against people based on any protected legal category. Use of the SDXL model is subject to and restricted by the license set forth [here](#).

Further, you shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately large load on Playground's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Playground may use to prevent or restrict access to the Service (or parts thereof); (iv) use any method to extract data from the Services, including web scraping, web harvesting, or web data extraction methods, other than as permitted through an allowable API; (v) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services that are not open (except to the extent such restrictions are contrary to applicable law); and (vi) reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without our express written permission.

Termination

Playground AI may terminate your access to all or any part of the Service at any time if you fail to comply with these Terms of Service, which may result in the forfeiture and destruction of all information associated with your account. Further, either party may terminate the Services for any reason and at any time upon written notice. If you wish to terminate your account, you may do so by following the instructions on the Service. Any fees paid hereunder are non-refundable. Upon any termination, all rights and licenses granted to you in this Agreement shall immediately terminate, but all provisions hereof which by their

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liability.

Indemnification

You shall defend, indemnify, and hold harmless Playground AI, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Service, or (ii) your violation of the Terms of Service or any applicable law, contract, policy, regulation or other obligation. Playground AI reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Playground AI in connection therewith.

Limitation of Liability

IN NO EVENT SHALL PLAYGROUND AI OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR SUBSTITUTE GOODS OR SERVICES, (II) FOR YOUR RELIANCE ON THE SERVICE OR (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE FEES PAID BY YOU FOR THE SERVICE OR, IF GREATER, \$500. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Disclaimer

ALL USE OF THE SERVICE AND ANY CONTENT IS UNDERTAKEN ENTIRELY AT YOUR OWN RISK. THE SERVICE (INCLUDING, WITHOUT LIMITATION, THE Playground AI WEB APP AND ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND

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SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Disputes

All legal claims arising out of or relating to this Agreement (including any dispute regarding the interpretation or performance of the Agreement) ("Dispute") will be governed by the laws of the state of California, excluding California's conflicts of laws rules. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it shall be resolved by arbitration by the American Arbitration Association's International Center for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in San Francisco County, California, USA. Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in the Agreement. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Each party agrees that any Disputes between them must be brought against each other on an individual basis only and not as a plaintiff or class member in any purported class or representative proceeding. In an arbitration proceeding, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to these Terms of Service.

Privacy

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personal information, please review our Privacy Statement at <https://playgroundai.com/privacy>. Both parties agree to comply with all applicable data protection laws. To the extent the parties need to enter into additional terms regarding data privacy or data transfers the parties will work together in good faith to enter into such terms.

Age Requirements

By accessing the Services, you confirm that you're at least 13 years old and meet the minimum age of digital consent in your country. If you are not old enough to consent to our Terms of Service in your country, your parent or guardian must agree to this Agreement on your behalf.

Please ask your parent or guardian to read these terms with you. If you're a parent or legal guardian, and you allow your teenager to use the Services, then these terms also apply to you and you're responsible for your teenager's activity on the Services. No assurances are made as to the suitability of the Assets for you.

Miscellaneous

The Terms of Service are the entire agreement between you and Playground AI with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Playground AI with respect to the Service. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Playground AI shall not be liable for any failure to perform its obligations hereunder due to any cause beyond Playground AI's reasonable control. The Terms of Service are personal to you, and are not assignable or transferable by you except with Playground AI's prior written consent. Playground AI may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect. Except as otherwise provided herein, all notices under the Terms of Service will be in writing and will be deemed to have

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electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service.

Contact Us

For questions regarding the Service, you can get in touch by emailing us at support@playgroundai.com.

Legal notices with respect to the Service should be sent to Playground at:

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