

# Soul - Terms of Service

Date Last Updated: January 21, 2026

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## Acceptance and Consent to the Terms of Service

Soul Global, Inc., a Delaware corporation ("Soul," "Company," "we," "us," or "our"), offers its services through its Soul-branded mobile applications available through various app stores and distribution platforms, related technologies, including any updates, enhancements, or new features or functionality, as well as through its website(s) located at <https://soul.download> or any other websites operated by Soul, including any subdomains of each website (collectively, the "Website").

Access to and use of the Service are governed by the terms and conditions set forth in these Terms of Service (referred to herein as the "Terms of Service" or "Terms," as updated periodically). By using, browsing, or accessing the Soul mobile applications, Website, or any part of the Service (as defined below), you confirm that you have read, understand, and agree to comply with these Terms of Service and the Privacy Policy. If you do not accept these Terms of Service and Privacy Policy, you are prohibited from accessing, browsing, or otherwise using the Service.

For purposes of these Terms:

"Service" means: (i) your use of (including any access to) the Soul mobile applications available through various app stores and distribution platforms (including but not limited to the iOS App Store, Google Play Store, and other current or future mobile application distribution platforms); (ii) your use of (including access to) the Website; (iii) interfaces, graphics, design, environment, compilation, information, data, computer code (including source code or object code), software, services, and all other materials and elements that Soul makes available for use through, or in connection with, the Service; (iv) all visual, audio, interactive, or other content available in, or in connection with, any of the

foregoing, including AI-generated responses and synthesized voice output; (v) AI-powered features including conversation processing, memory extraction, voice cloning, and emotion recognition; (vi) technology, software, networks (including third-party networks), and systems used to implement and provide access to the foregoing; and (vii) updates, upgrades, enhancements, modifications, revisions, additions to, or new versions of the foregoing that Soul makes available to you.

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## Privacy Policy

For detailed information, please review our Privacy Policy (available at <https://soul.download/privacy>). By using the Service, you agree to the collection, use, and disclosure of your personal and other data as described in the Privacy Policy.

**PLEASE READ THESE TERMS CAREFULLY.** By subscribing to or using the Service, you affirm that you have reviewed and agree to be legally bound by the Terms of Service and Privacy Policy, as well as any applicable laws, rules, or regulations. If you do not agree with any provision of these Terms or Privacy Policy, you should immediately discontinue your use of the Service.

We reserve the right to amend or update portions of the Terms of Service and Privacy Policy at our discretion. If changes are made, they will be posted on this page, and the "last revised" date at the top of the page will be updated. In the event of significant updates, we will notify you through reasonable means, such as via the Service's interface, a pop-up notice, or email communication. Continued use of the Service after such changes take effect constitutes your acceptance of the revised Terms of Service and Privacy Policy. For this reason, we recommend that you periodically review this page to remain informed of any updates. If you do not agree to the current or updated Terms of Service or Privacy Policy, you must cease using the Service.

Soul may, from time to time, release new versions of the Service, or introduce new tools, features, or functionalities, which will be subject to these Terms and any future additional terms as may apply.

**PLEASE NOTE:** These Terms of Service include an Agreement to Arbitrate and other important provisions regarding your legal rights, obligations, and remedies. By agreeing to these Terms, you:

1. Consent to resolve disputes with Soul through binding arbitration, with limited exceptions.
2. Waive the right to participate in class or representative actions, agreeing instead to bring claims solely on an individual basis.
3. Acknowledge that disputes will not be resolved by a jury or in a court of law.

For more detailed information, please refer to Section 9 below.

**IF YOU FIND ANY PROVISION OF THESE TERMS, OR ANY FUTURE CHANGES OR AMENDMENTS, UNACCEPTABLE, DO NOT USE OR CONTINUE TO USE THE WEBSITE OR THE SERVICE. YOUR CONTINUED USE AFTER ANY NOTICE OF CHANGES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO THE MODIFIED TERMS.**

**BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS, INCLUDING ANY ADDITIONAL TERMS (AS DEFINED BELOW). IF YOU DO NOT AGREE OR ARE NOT ELIGIBLE TO AGREE, YOU MAY NOT USE THE SERVICE.**

**THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION PROVISION THAT REQUIRES INDIVIDUAL ARBITRATION OF DISPUTES AND WAIVES YOUR RIGHT TO PARTICIPATE IN LAWSUITS, CLASS ACTIONS, OR CLASS-WIDE ARBITRATION. FOR DETAILS, PLEASE REVIEW THE "ARBITRATION" SECTION 9 BELOW.**

We reserve the right to modify these Terms from time to time by notifying you of such changes by any reasonable means, including by posting a revised set of Terms through the Website and Service, as applicable. Your use of the Website and Service following any changes to these Terms will constitute your acceptance of such changes. If you do not agree to any change to these Terms, you must discontinue using the Service before such change goes into effect. The "Last Updated" date referenced above indicates when these Terms were last changed. We encourage you to check the Website and Service regularly to learn about changes to these Terms. We may, at any time and without liability, modify or discontinue all or part of the Service (including access to any part of the Service

via any third-party links); change, modify, or waive any fees required to use any part of the Service, including any subscription fees; or offer opportunities to some or all Service Users.

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## 1. USE OF THE SERVICE

### 1.1 ELIGIBILITY

You must be at least 13 years old to use the Service. If you are between the ages of 13 and 18, you may only use the Service with the consent of a parent or legal guardian who agrees to be bound by these Terms. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) if you are between 13 and 18, you have obtained parental or guardian consent; (c) you are and will continue to be capable of entering into a legally binding contract (or have parental/guardian consent to do so); (d) you have not previously been suspended or removed from the Service; and (e) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms, and you agree to be bound by these Terms.

### 1.2 ACCOUNTS AND REGISTRATION

You may sign up for an account with Soul to use the Service. When you register for an account, you may be required to provide us with some information, including your name, email address, age, gender, and pronouns. You agree that the information provided to us is accurate, and you will keep it accurate and up to date at all times. You are solely responsible for maintaining the confidentiality of your account, login information, and passwords for your account, and you accept responsibility for all activities that occur under your account. If you believe your account is no longer secure, you must immediately notify the Company by sending an email to [support@soul.download](mailto:support@soul.download).

### 1.3 LIMITED RIGHT TO USE THE SERVICE

The Company hereby grants you a limited, non-exclusive, revocable, royalty-free, non-transferable, non-assignable, non-sublicensable, right and license to access and make personal use of (i) the Service, and (ii) any content, materials, information, text, data, copyrights, Trademarks (defined herein), images, photos, musical compositions, sound recordings, screenshots, videos, posts, graphics, identifying marks, Website pages, software, and other original works of authorship and/or intellectual property uploaded to, or incorporated into, the Service by or on behalf of Company (collectively, "Site Content"), solely as permitted by the tools, services, functionalities and/or features made available to Users of the Service, subject in all respects to these Terms, and not for redistribution of any kind (the "Site License"). This Site License does not include any resale or commercial use of the Service, or any Site Content, and all Site Content is and shall remain the sole and exclusive property of the Company (or the applicable third-party licensor thereof), in perpetuity, throughout the universe, in any and all languages and media now known or hereafter discovered.

As between any User and Company, the Company is and retains all right, title and interest in and to the Service, in perpetuity, throughout the universe, in any and all languages and media now known or hereafter discovered, including, without limitation, (i) all text, graphics, typefaces, formatting, graphs, designs, editorial content, customer reviews and feedbacks, HTML, look and feel, software, and data, including all intellectual property rights in the mobile applications, (ii) all business processes, procedures, methods, and techniques used in the Service, (iii) all other materials and content uploaded or incorporated into the Service, including, without limitation, all Site Content, (iv) all associated trade secret rights and other intellectual property and proprietary rights recognized anywhere in the world; and (v) the coordination, selection, arrangement and enhancement of the Website pages, mobile applications, and the Site Content incorporated therein as a Collective Work under the United States Copyright Act, as amended (collectively, "Company IP"), and nothing contained herein shall be construed as creating or granting to any User any right, title or interest in and to such Company IP other than the express license granted therein pursuant to these Terms. Company IP is protected in all forms, media and technologies now known or hereinafter developed as well as by the domestic and international laws of copyright, trademarks, patents, and other proprietary rights and laws.

The Company trademarks, service marks, logos, designs, and insignia (the "Company Trademarks") used and displayed on the Service are Company's registered and unregistered trademarks or service marks. As applicable, other product and service names located on the Service may be trademarks or service marks owned by third parties (the "Third-Party Trademarks," and, collectively with the Company Trademarks, the "Trademarks"). Except as otherwise permitted by law, you may not use the Trademarks to disparage Company or any applicable third-party owner thereof, Company's or any third-party's products or services (including, without limitation, the Service), or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the Service without Company's prior express written consent. All goodwill generated from the use of any Trademark will inure solely to the benefit of Company or the applicable third-party owner thereof.

Violation of this Section 1.3 may result in infringement of intellectual property and contractual rights of Company, or other third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

## 1.4 AI AND VOICE FEATURES NOTICE

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE USES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES TO PROCESS YOUR CONVERSATIONS, EXTRACT AND STORE INFORMATION ("MEMORIES") FROM YOUR INTERACTIONS, AND GENERATE RESPONSES. YOU UNDERSTAND THAT:

**(a) CONVERSATION PROCESSING:** Your voice and text conversations with the Service are processed by AI systems, including third-party AI service providers. These conversations are analyzed to generate responses and extract information about you.

**(b) MEMORY EXTRACTION:** The Service automatically extracts and stores personal information, preferences, experiences, and other details from your conversations as "memories." These memories are used to personalize future interactions and may include inferences about your circumstances, interests, and relationships.

(c) VOICE RECORDING: When you engage in voice conversations with the Service, your voice is recorded and may be stored for a period of time as described in our Privacy Policy. Voice recordings are transcribed and processed by AI systems.

(d) EMOTION RECOGNITION: The Service may analyze your voice to detect emotional states and adjust responses accordingly. This analysis is performed in real-time and may be stored as part of your conversation history.

(e) VOICE CLONING: If you use the voice cloning feature, you understand that:

- Voice samples you provide are processed by third-party voice synthesis services
- A synthetic voice model is created based on your voice characteristics
- This model can be used to generate speech that sounds like the provided voice
- You are solely responsible for ensuring you have the right to clone any voice you provide
- You may not clone the voice of any person without their explicit consent
- You may not use voice cloning for impersonation, fraud, deception, or any illegal purpose
- Voice samples are retained until you delete them or delete your account

## 1.5 LIMITATIONS ON USE OF THE SERVICE; PROHIBITED USE AND UNLAWFUL ACTIVITY

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN CONDUCT WHILE ACCESSING OR USING THE SERVICE, AND FOR ANY CONSEQUENCES THEREOF. YOU AGREE TO USE THE SERVICE ONLY FOR PURPOSES THAT ARE LEGAL, PROPER AND IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE LAWS OR REGULATIONS.

The Service may not be used, modified, reproduced, duplicated, copied, published, distributed, downloaded, sold, resold, transformed, redesigned, reconfigured, retransmitted, or otherwise exploited by you for any purpose except as facilitated by the tools, services, functionalities, and features made available to Users of the Service, or without the express prior written consent of Company and/or the applicable third-party owner thereof in each instance.

Without limiting the foregoing, while accessing and using the Service, you may not conduct any of the following activities:

- a) Defaming, abusing, harassing, stalking, threatening, bullying, or violating the legal rights of Company or other Users, or using information learned from the Service to defame, abuse, harass, stalk, threaten, intimidate, or mislead others;
- b) Uploading, distributing, or disseminating unlawful, defamatory, obscene, pornographic, harassing, abusive, fraudulent, infringing, or otherwise objectionable content or material;
- c) Performing misleading, deceptive, or fraudulent activities, including impersonating any person or entity, claiming false affiliations, engaging in phishing, or obtaining financial or personal information through deception;
- d) Using the Service for any purpose that violates applicable local, state, national, or international law, including unauthorized copying, reproducing, modifying, selling, reselling, or distributing any portion of the Service;
- e) Removing copyright, trademark, or other proprietary rights notices from the Service;
- f) Using or exporting the Service in violation of export control laws and regulations;
- g) Restricting or inhibiting other Users from using and enjoying the Service;
- h) Hacking or interfering with the Service, its servers, or connected networks;
- i) Harvesting or collecting information about Users without authorization;
- j) Uploading materials containing viruses, malware, spyware, or other harmful programs;
- k) Interfering with security features or degrading service performance through unauthorized resource consumption, automated data feeds, or mass communications;
- l) Framing or mirroring the Service, or incorporating it into other products without authorization;

- m) Systematically downloading or storing the Service content without permission;
- n) Using bots, spiders, or automated tools to data-mine or scrape content except for authorized SEO purposes;
- o) Circumventing security features or attempting to discover source code through reverse engineering;
- p) Adapting, altering, or translating the Service without permission;
- q) Using the Service to collect user data through unauthorized means;
- r) Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of the Service, including our models, algorithms, or systems;
- s) Using any output to develop models that compete with Soul;
- t) Accessing trade secret information for unauthorized disclosure;
- u) Accessing other users' accounts without authorization;
- v) Using the Service for life-sustaining medical care or emergency services;
- w) Monitoring system availability or performance for competitive purposes;
- x) Creating competing products or services;
- y) Using voice cloning features to:
  - Clone the voice of any person without their explicit consent
  - Create deepfakes or synthetic media intended to deceive
  - Impersonate any person for fraudulent purposes
  - Generate content that defames, harasses, or harms any person
  - Create content depicting any person saying things they did not say without clear disclosure that the content is synthetic
- z) Using AI-generated memories or inferences to:
  - Make decisions that have legal or material impact on any person
  - Discriminate against any person

- Stalk, harass, or harm any person

aa) Engaging in prohibited activities including, but not limited to:

1. Adult entertainment and sexually oriented content generation
2. Generating content promoting violence or illegal activities
3. Unauthorized gambling operations
4. Debt collection or credit repair services
5. Illegal drug-related activities
6. Predatory or deceptive business practices
7. Multi-level marketing schemes
8. Fraudulent investment schemes
9. Promoting criminal activities or providing instructions for illegal acts
10. Soliciting personal information from minors
11. Circumventing geographic restrictions or content protections
12. Causing or inducing others to engage in any of these prohibited activities

The above restrictions are not exhaustive and are in addition to any other applicable restrictions that are set forth in any Additional Terms (as defined below).

We reserve the right to investigate complaints or reported violations of these Terms and to take any action we deem appropriate, including, but not limited to, suspending or terminating your access to and use of the Service, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to you.

We also reserve the right, in our sole discretion, to seek and obtain any other remedies, including injunctive relief, available to us pursuant to any applicable laws and regulations or at equity as a result of your breach of these Terms or any other act or omission by you that gives rise to a claim by Company.

## **1.6 MODIFICATION OF THE SERVICE**

Soul does not and cannot guarantee that, as of the date of your acceptance of these Terms or at any time in the future, all functionality is available with respect to the Service or any one or more elements of the Service. We reserve the right, at

any time, to modify, limit, or discontinue any and all features of the Service, or any part or element of the foregoing, temporarily or permanently, without notice to you. We may, at any time, suspend or terminate your right to use the Service, including access to your account or data. Soul will have no liability for any change to any part of the Service or any suspension or termination of your access to or use of the Service.

## 1.7 DATA PORTABILITY AND DELETION RIGHTS

In compliance with applicable consumer protection regulations, you have certain rights regarding your data:

- (a) **Right to Deletion:** You may request deletion of your account and associated data at any time through the app settings or by contacting us at [support@soul.download](mailto:support@soul.download).
- (b) **Right to Delete Specific Data:** You may request deletion of specific data types (voice samples, memories, conversation history) without deleting your entire account by contacting [support@soul.download](mailto:support@soul.download).
- (c) **Data Portability:** Subject to applicable law and technical feasibility, you may request that we provide your data in a machine-readable format.
- (d) **Third-Party Data Sharing:** When you authorize third-party access to your data through the Service, we will comply with applicable data sharing requirements and security standards as required by law.

These rights are in addition to any other rights you may have under applicable privacy laws and regulations.

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## 2. OWNERSHIP; THIRD-PARTY SOFTWARE AND SERVICES

The Service contains our proprietary information and Intellectual Property rights. Soul grants you a limited license to allow you to access and use the Service, so long as you continue to comply with these Terms.

## **2.1 OWNERSHIP; PROPRIETARY RIGHTS**

The Service is owned and operated by Soul (or its third-party licensors and suppliers) and contains materials and subject matter protected by copyrights, patents, trade secrets, trademarks, or other intellectual property rights (collectively, "Intellectual Property") of Soul. These Terms do not grant you any ownership interest in or to the Service, including any Intellectual Property rights, but only a limited right of use that can be revoked according to these Terms. Soul and its licensors reserve all rights, including all Intellectual Property rights, not granted expressly to you under these Terms.

## **2.2 TRADEMARK RIGHTS**

All Trademarks displayed on the Service are either owned by us or are the property of their respective owners. You may not use our Trademarks in connection with any product or service that is not ours, any product, service, or use that is not expressly authorized by us, or in any manner that is likely to cause confusion with respect to the ownership or affiliation of Soul's Trademarks. Nothing contained in the Service should be construed as granting any right to use any Trademarks without the express prior written consent of the owner.

## **2.3 THIRD-PARTY SERVICES; THIRD-PARTY SOFTWARE; THIRD-PARTY NOTICES AND COMMUNICATIONS**

The Service may include access to, or use of, third-party services ("Third-Party Services"). Third-Party Services may include third-party content, third-party integrated API service providers, or links (such as hyperlinks) to third-party websites, products, or services (including external websites that are framed by the Service as well as any advertisements displayed in connection therewith) that are not owned or controlled by Company (collectively, "Third-Party Content"). We may share data with third-party service providers including AI service providers, voice

synthesis providers, analytics providers, security partners, and vendors as described in our Privacy Policy.

Company does not control any such Third-Party Content and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, or products or services. Soul does not make any representations or warranties with respect to any Third-Party Content and all use thereof is provided on an "as is" and "as available" basis and your use thereof is at your own risk.

Inclusion of any Third-Party Content on the Service does not constitute or indicate Company's endorsement thereof and Company shall not be liable or responsible for any Third-Party Content transmitted through the Service. You shall be subject to any additional terms and conditions of use, guidelines, rules, or governance protocols applicable to any Third-Party Content that you access or otherwise interact with through the Service ("Third-Party Terms"). All such Third-Party Terms are hereby incorporated by reference into these Terms. You acknowledge and agree that Company will not and cannot censor or edit any Third-Party Content and that you shall assume the sole responsibility for, and risk associated with your use of Third-Party Content, including compliance with the terms and conditions of use, privacy policies, or practices associated therewith. Accordingly, the Company encourages you to be aware when you leave the Service and/or access or otherwise interact with Third-Party Content via the Service and to read the terms and conditions of use and privacy policies associated with any such Third-Party Content.

Soul is not responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the access to or use of any Third-Party Services.

Any portion of the Service that constitutes third-party software ("Third-Party Software") is licensed to you subject to the terms and conditions of the software license agreements governing such Third-Party Software. If you would like a list of software provided under a public license ("Open-Source Software") that is included as part of the Third-Party Software, please email support@soul.download for further assistance.

The Company disclaims all liability for any communications directed to you from any third-party, directly or indirectly, in connection with the Service ("Third-Party

Communications") that you may receive, and any actions you may take or refrain from taking as a result of any Third-Party Communications. You are solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third-Party Communications. Company assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third-Party Communications.

By using the Service, you expressly relieve and hold the Company harmless from any and all liability arising from your interaction with any Third-Party Communications and access or use of Third-Party Content, including any loss or damage incurred as a result of any dealings between you and any third parties, or as the result of the presence of such Third-Party Content on the Service or the failure of such Third-Party Content to function as intended. It is your sole responsibility to evaluate the content and usefulness of the information obtained from Third-Party Content.

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## 3. USER CONTENT AND FEEDBACK

### 3.1 GENERAL

You and other visitors to or Users of the Service may create, record, generate, upload, post, or otherwise make available certain photos, videos, voice recordings, voice samples, text, and other content and files ("User Content") through, or in connection with, the Service. Soul has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of User Content or any loss of any User Content, including how other users may use or interact with your User Content, or for other users' User Content. You agree not to submit any information or other materials that you consider to be confidential or proprietary or that violate the law or others' rights through, or in connection with, the use of the Service. If you choose to make any personally identifiable or other information publicly available through the Service, you do so at your own risk. Due to the nature of our Services and artificial intelligence generally, output may not

be unique and other users may receive similar output from our Services. We may use Content to provide, maintain, develop, and improve our Services.

## 3.2 OWNERSHIP

For purposes of clarity, you retain ownership of your User Content. We need certain permissions from you to use the User Content to provide the Service and for certain other specified purposes. Specifically, for any User Content, you hereby grant to us a worldwide, royalty-free, fully paid-up, perpetual, sublicensable (through multiple tiers), and non-exclusive license, without any additional consideration to you or any third party, to reproduce, adapt, distribute, publish, display, prepare derivative works of, and use such User Content for the following purposes: (a) to provide you with the Service, fulfill your requests, and improve the Service; (b) to ensure that our suppliers, vendors, service providers, and third-party partners can provide certain Service functionalities to you; (c) for legal, safety, or security reasons, including to prevent fraud, to enforce these Terms and for other compliance reasons; (d) for any other purpose for which you give your express consent; and (e) to train and improve our artificial intelligence models and machine learning systems that power the Service.

## 3.3 VOICE SAMPLES AND CLONING

If you provide voice samples for voice cloning purposes, you represent and warrant that:

- (a) You own or have obtained all necessary rights, consents, and permissions to provide the voice samples;
- (b) If the voice samples contain any person's voice other than your own, you have obtained that person's explicit, informed consent to clone their voice;
- (c) You will not use the voice cloning feature for any unlawful, fraudulent, or deceptive purpose;
- (d) You understand that the synthetic voice can be used to generate speech saying anything, and you accept full responsibility for any content generated using your cloned voice or any voice you have cloned.

### **3.4 FEEDBACK**

In addition, if you choose to provide us with any input, ideas, proposals, suggestions, or feedback ("Feedback"), whether related to the Service or otherwise, such Feedback will be deemed User Content and the above terms regarding User Content will apply. You agree that you provide all Feedback to us on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence). You hereby grant Soul an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to use and exploit the Feedback in any manner and for any purpose, including to improve the Service and to create new products and services. Your provision of such Feedback does not place any restrictions on Soul, including any fiduciary or other obligation.

### **3.5 NO DUTY TO MONITOR**

We may (but have no obligation to) monitor, evaluate, alter, or remove User Content before or after they appear on the Service, or analyze your access to or use of the Service. Subject to our Privacy Policy, we may disclose information regarding your access to and use of the Service, and the circumstances surrounding such access and use, to any third party for legitimate reason or purpose.

### **3.6 REPRESENTATIONS**

YOU ARE ENTIRELY RESPONSIBLE FOR THE USER CONTENT YOU SUBMIT AND FOR ANY CONSEQUENCES ARISING IN CONNECTION WITH USER CONTENT (INCLUDING ANY LOSS OR DAMAGE SUFFERED OR INCURRED BY US OR OTHER USERS). YOU REPRESENT, WARRANT, AND COVENANT THAT: (a) YOU ARE THE OWNER OF ALL RIGHTS PERTAINING TO THE USER CONTENT, OR OTHERWISE AUTHORIZED TO GRANT US THE ABOVE LICENSE TO SUCH USER CONTENT; (b) THE USER CONTENT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER THIRD-PARTY RIGHTS; AND (c) THE USER CONTENT IS NOT FRAUDULENT, TORTIOUS, OR OTHERWISE IN VIOLATION OF ANY LAW. YOU FURTHER IRREVOCABLY WAIVE ANY "MORAL RIGHTS" OR OTHER RIGHTS WITH RESPECT TO ATTRIBUTION OF AUTHORSHIP OR INTEGRITY OF MATERIALS

REGARDING THE USER CONTENT THAT YOU MAY HAVE UNDER ANY APPLICABLE LAW UNDER ANY LEGAL THEORY.

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## 4. CONFIDENTIALITY

We may disclose or make available to you information, including but not limited to, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information, financial, business and marketing information and plans (collectively, "Confidential Information"). You agree that you shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner, any Confidential Information at any time and shall use your best efforts to protect and maintain the confidentiality of the Confidential Information contemplated herein. You shall not disclose any such Confidential Information to any person or entity, except to personnel under your control who need to know the Confidential Information to assist you, or act on your behalf, to exercise your rights or perform its obligations under these Terms. You shall be responsible for any breach caused by any of your personnel. Your obligations with regard to Confidential Information will not apply to the extent that disclosure of such Confidential Information is required by applicable law or a valid order issued by a court or governmental agency of competent jurisdiction. In such cases, you must inform us in writing as soon as possible, and you must limit the disclosure of the Confidential Information to only what is necessary to comply with such an order.

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## 5. WAIVER; WELLNESS AND MEDICAL CONTENT; LEGAL CONTENT

You understand that, by using the Service, you may be exposed to a variety of hazards and risks, foreseen or unforeseen. You understand that injuries or damage

could occur by natural causes or activities of other persons, whether as a result of negligence or otherwise. To the fullest extent permitted by applicable law, you voluntarily assume all risk of loss, damage, and injury to person or property that may arise from, or that is related to, your use of the Service, whether such risk is known or unknown to you.

You hereby waive and release Soul and Soul Entities (as defined below), to the fullest extent permitted by the law, from any claim, action, suit, or demand (each, a "Claim") arising out of, or in connection with, the use of the Service (including with respect to any emotional distress or psychological impact). You acknowledge that none of the Soul Entities will incur any obligation to you under any legal theory (including negligence) as a result of your use of the Service. You agree that this release is binding upon you and your heirs, executors, administrators, successors, and assignees.

IF YOU ARE A CALIFORNIA RESIDENT, THE FOREGOING RELEASE IS INTENDED TO APPLY TO ALL CLAIMS NOT KNOWN OR SUSPECTED TO EXIST, WITH THE INTENT OF WAIVING, IF APPLICABLE, THE EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542 (WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY") AND OTHER ANALOGOUS LAWS OR LEGAL PRINCIPLES OF ANY JURISDICTION REQUIRING THE INTENT TO RELEASE FUTURE UNKNOWN CLAIMS. IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS UNDER ANY STATUTE OR COMMON LAW PRINCIPLE SIMILAR TO SECTION 1542 THAT GOVERNS YOUR RIGHTS IN THE JURISDICTION OF YOUR RESIDENCE.

The Service is not intended for health-related purposes or services. We do not provide health-related advice, diagnoses, treatments, or services, and the Service should not be used for any health-related purposes. For any wellness or emotional support content provided by the Service, you acknowledge and agree that: (a) Soul is not a healthcare provider, therapist, counselor, or mental health professional; (b) the Service (including any recommendations and any information available through the Service that may be personalized) may not be appropriate for you, and does not constitute or replace medical advice, diagnosis, treatment, or

professional mental health services; (c) Soul is not responsible for any results that may (or may not) be obtained from the use of the Service; (d) it is your sole responsibility to consult with your personal physician, therapist, or mental health professional about your health, including about any medical condition, impairment, or disability that may prevent or limit your ability to use the Service; and (e) you are solely responsible for abiding by your healthcare provider's recommendation as to any such restrictions, and for using the Service solely in accordance with professional advice.

IF YOU ARE EXPERIENCING A MENTAL HEALTH CRISIS, SUICIDAL THOUGHTS, OR ANY EMERGENCY, PLEASE CONTACT EMERGENCY SERVICES (911 IN THE US) OR A CRISIS HELPLINE IMMEDIATELY. THE SERVICE IS NOT DESIGNED TO ADDRESS EMERGENCIES OR PROVIDE CRISIS INTERVENTION.

NOTHING STATED OR POSTED ON OR AVAILABLE THROUGH THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, NUTRITIONAL, OR COUNSELING CARE, INCLUDING, BUT NOT LIMITED TO, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTHCARE OR NUTRITIONAL TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS, OR ADVICE. THE SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, SOUL MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS, AND NUTRITIONAL INFORMATION THAT APPEARS ON OR THROUGH THE SERVICE. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON OR THROUGH THE SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS, RESEARCH, OR DEVELOPMENTS.

For any legal information, analysis, or guidance provided by the Service, you acknowledge and agree that: (a) neither Soul nor the Service is a law firm or licensed attorney; (b) the Service (including any recommendations and any information available through the Service that may be personalized) may not be appropriate for your specific legal situation, and does not constitute or replace legal advice, representation, or counsel; (c) Soul is not responsible for any results or consequences that may arise from the use of the Service; (d) it is your sole responsibility to consult with a licensed attorney about your legal rights,

obligations, and circumstances, including about any condition or situation that may require specialized legal expertise; and (e) you are solely responsible for seeking appropriate legal counsel and for using the Service solely in accordance with your attorney's advice.

NOTHING GENERATED, STATED, PROVIDED, OR POSTED ON OR AVAILABLE THROUGH THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF LAW, INCLUDING, BUT NOT LIMITED TO, PROVIDING LEGAL REPRESENTATION, COUNSEL, ADVICE, DOCUMENTS, OR OPINIONS. THE SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, SOUL MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. DEVELOPMENTS IN LAW AND REGULATIONS MAY IMPACT THE LEGAL INFORMATION (IF ANY) THAT APPEARS ON OR THROUGH THE SERVICE. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON OR THROUGH THE SERVICE WILL INCLUDE THE MOST RECENT CHANGES IN LAWS, REGULATIONS, COURT DECISIONS, OR LEGAL DEVELOPMENTS.

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## 6. INDEMNITY

To the fullest extent permitted by applicable law, you agree to defend (at our election), indemnify, and hold harmless Soul and its affiliates, and its and their officers, directors, employees, consultants, contractors, affiliates, subsidiaries, advisors, and agents (each separately and collectively, the "Soul Entity" and "Soul Entities") from and against every Claim brought by a third party, and any related liability, damage, loss, expense, settlements, and judgments of whatever kind (including reasonable attorneys' fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) arising out of, or in connection with: (a) the use of the Service by you or under your account; (b) your violation of any portion of these Terms, any representation, warranty, covenant, or agreement referenced in these Terms, or any applicable law; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute

or issue between you and any third party; (e) your inclusion of PII or sensitive information within the Service; (f) your use of voice cloning features, including any claims related to unauthorized voice cloning or misuse of synthetic voice technology; or (g) any content generated using the Service that causes harm to any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

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## 7. DISCLAIMERS; NO WARRANTIES

### 7.1 WARRANTY DISCLAIMER

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE SERVICE AND EACH ELEMENT OF THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOUL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE (INCLUDING ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE), INCLUDING:

(a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (b) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. SOUL DOES NOT WARRANT THAT THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE), OR ANY PORTION THEREOF WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SOUL DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

## 7.2 USE OF THE SERVICE IS AT YOUR RISK

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE) OR ANY SOUL ENTITY, WILL CREATE ANY WARRANTY REGARDING THE SERVICE OR BY SUCH SOUL ENTITY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE, OR YOUR USE OF THE SERVICE. YOUR USE OF THE SERVICE, IN WHOLE OR PART, IS AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA RESULTING THEREFROM.

## 7.3 DISCLAIMER OF AI ACCURACY

You understand and agree that the Service incorporates the evolving technology of artificial intelligence ("AI"), including machine learning, and one or more large language models ("LLM") developed by us or other third-parties (the "Output"). Given the rapidly evolving nature in the field of AI, we cannot guarantee that Output or feedback when you use our Service will be accurate, reliable, appropriate, or complete, and you understand that the Output or answers may not always be accurate or true. We cannot guarantee that answers or other Output from the Service will be accurate, reliable, appropriate, or complete. It is your obligation to verify the accuracy and appropriateness of any answers or other Output and to use your own human judgment, particularly when it involves matters having a legal or material impact on you, such as health, medical, legal, education, safety, insurance, financial, housing, or employment matters. Do not rely on the Service as a substitute for professional advice. You should not rely on Output from our Service as a sole source of truth or factual information. You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Service. You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them. Our Service may provide incomplete, incorrect, or offensive

Output that does not represent our views. Artificial intelligence and machine learning are rapidly evolving fields of study, and we are constantly working to improve our Service to make it more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Service may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

**AI-EXTRACTED MEMORIES MAY CONTAIN INACCURACIES:** The memories and inferences extracted by our AI from your conversations may not be accurate. The AI may misinterpret statements, make incorrect inferences, or store information that does not accurately reflect your actual circumstances, preferences, or experiences. You should not rely on AI-extracted memories as factual records.

**THE SERVICE SHOULD NEVER BE USED TO DIAGNOSE, PREVENT, TREAT, OR CURE ANY HEALTH CONDITIONS OR FOR ANY OTHER MEDICAL PURPOSE, NOR SHOULD YOU RELY ON ANY ANSWERS OR OUTPUT FROM THE SERVICE RELATED TO, BY WAY OF EXAMPLE, AND INCLUDING, WITHOUT LIMITATION, MEDICAL, HEALTH, NUTRITIONAL, LEGAL, EDUCATION, SAFETY, FINANCIAL, HOUSING, INSURANCE, OR EMPLOYMENT MATTERS.**

**WE DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR RELIANCE ON ANY ANSWERS OR OTHER OUTPUT FROM THE SERVICE, AND YOU ACCEPT AND AGREE THAT ANY USE OF ANSWERS OR OTHER OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK, AND YOU WILL NOT RELY ON ANSWERS OR OUTPUT AS A SOLE SOURCE OF TRUE OR FACTUAL INFORMATION OR AS A SUBSTITUTE FOR ANY KIND OF PROFESSIONAL ADVICE.**

**THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.** Soul does not disclaim any warranty or other right that Soul is prohibited from disclaiming under applicable law.

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## **8. LIMITATION OF LIABILITY**

## 8.1 NO INDIRECT DAMAGES AND AGGREGATE LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SOUL OR ANY SOUL ENTITY BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE (INCLUDING ANY MATERIALS OR CONTENT ON THE SERVICE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH SOUL ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, CURRENTNESS, COMPLETENESS, OR RELIABILITY OF ANY SITE IP OR WEBSITE CONTENT, OR MATERIAL PROVIDED THROUGH THE SERVICE, OR THIRD-PARTY CONTENT LINKED TO THE SERVICE, AND COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR OUTPUT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY SOUL ENTITIES WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED

OR THAT THE SERVICE WILL BE ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY, SOUL ENTITIES, AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU, AS APPLICABLE, WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

UNDER NO CIRCUMSTANCES WILL SOUL OR SOUL ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH COMPANY PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY SOUL ENTITY IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS (\$100.00) OR (II) THE TOTAL AMOUNTS PAID BY YOU TO SOUL IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

YOU AND COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND

THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND COMPANY FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, COMPANY, AND ALL PARTIES TO ANY SUCH PROCEEDING.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SERVICE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE REPRESENTATIONS AND WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU WITHOUT THESE LIMITATIONS.

## 8.2 RISK ALLOCATION

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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# 9. GOVERNING LAW, DISPUTE RESOLUTION AND ARBITRATION

## 9.1 GOVERNING LAW

These Terms, the Service, and any dispute, controversy, or claim arising out of, in relation to, or in connection with these Terms or the Service, are governed by the laws of the State of Delaware, without regard to conflict of law principles or case law that would result in the application of the Laws of another jurisdiction.

## 9.2 JAMS ARBITRATION

Please read the following agreement to arbitrate ("Arbitration Agreement") in its entirety. This clause requires you to arbitrate disputes with Soul and limits the manner in which you can seek relief from us. To the extent any provisions of this arbitration agreement are unenforceable or illegal under applicable consumer protection laws in your jurisdiction, such provisions shall be deemed severed, but the remainder of this arbitration agreement shall remain in full force and effect.

YOU AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES & PROCEDURES (THE "JAMS RULES"), WHICH ARE AVAILABLE AT

<https://www.jamsadr.com/rules-comprehensive-arbitration/>, PROVIDED, HOWEVER, THAT THE JAMS RULES SHALL NOT CONTRADICT OR OTHERWISE ALTER THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE BELOW COST SHARING PROVISION. THE ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR WHO SHALL BE A FORMER FEDERAL OR STATE COURT JUDGE. THE ARBITRATION SHALL APPLY THE FEDERAL RULES OF CIVIL PROCEDURE, EXCEPT TO THE EXTENT SUCH RULES CONFLICT WITH THE JAMS RULES. YOU UNDERSTAND THAT THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION ("ARBITRATION COSTS"), EXCEPT AS PROHIBITED BY LAW, AND UNDERSTAND THAT EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE ATTORNEYS' FEES AND COSTS. IN THE EVENT THAT JAMS FAILS, REFUSES, OR OTHERWISE DOES NOT ENFORCE THE AFOREMENTIONED ARBITRATION COST SHARING PROVISION, EITHER PARTY MAY COMMENCE AN ACTION TO RECOVER SUCH AMOUNTS AGAINST THE NON-PAYING PARTY IN ANY COURT AND THE NON-PAYING PARTY SHALL REIMBURSE THE MOVING PARTY FOR THE ATTORNEYS' FEES AND COSTS IT INCURS IN CONNECTION WITH SUCH ACTION. YOU AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING

MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS, PRIOR TO ANY ARBITRATION HEARING. YOU AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. YOU ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. YOU AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. YOU AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA RULES OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. YOU AGREE THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. YOU AGREE THAT ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO, CALIFORNIA. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

### **9.3 APPLICABILITY**

Notwithstanding the terms of Section 9.1, you and Soul may each: (a) seek interim measures in relation to an arbitration under Section 9.1 in the federal or state courts of San Francisco County, California; and (b) in instances in which the Consumer Arbitration Rules would apply, bring individual actions in small claims court in San Francisco County, California as provided in the Consumer Arbitration Rules. In relation to clauses 9.1 and 9.2 above, you and Soul each hereby irrevocably consent to personal and exclusive jurisdiction in the specified courts. Nothing in this Section bars either you or Soul from bringing issues to the attention of federal, state, or local agencies.

### **9.4 WAIVER OF CLASS OR CONSOLIDATED ACTIONS**

TO THE EXTENT PERMITTED BY APPLICABLE CONSUMER PROTECTION LAWS, YOU AND SOUL AGREE THAT ANY CLAIM OR DISPUTE WITHIN THE SCOPE OF SECTIONS 8 AND 9 SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND

SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING SERVICE PROVIDED TO ANY OTHER PERSON OR ENTITY AND SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND SOUL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## 9.5 AUTHORITY

Notwithstanding anything to the contrary in these Terms, this arbitration agreement and any arbitration conducted thereunder shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration. The arbitration shall be conducted before a single arbitrator. The arbitrator will have no authority to award punitive, consequential, or other damages not measured by the prevailing party's actual damages. The place (legal seat) of arbitration shall be San Francisco, California. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

## 9.6 OPT-OUT PROVISION

If you do not wish to resolve disputes by binding arbitration, you may opt-out of Sections 9.2, 9.4, 9.5, 9.8, and 9.9 of this Section 9 within 30 days after the date that you agree to these Terms by sending a letter to Soul Global, Inc., Attention: Soul Global, Inc.-Arbitration Opt-Out, [ADDRESS TO BE INSERTED], that includes the following information: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt-out of arbitration ("Opt-Out Notice"). Once Soul receives your Opt-Out Notice, Sections 9.2, 9.4, 9.5, 9.8, and 9.9 regarding mandatory arbitration will be void, but all other provisions of these Terms, including Sections 9.1, 9.3, 9.7, 9.10, 9.11, and 9.12, will remain in full force and effect, and any action arising out of these Terms will be resolved as set forth in Section 9.1.

## 9.7 VENUE

Subject to the remainder of this Section 9 regarding mandatory arbitration, you and Soul irrevocably submit to the personal and exclusive jurisdiction of the state

courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding under these Terms. With respect to the foregoing courts, you and Soul hereby irrevocably and unconditionally waive, and agree not to assert, (a) any claim that they are not personally subject to the jurisdiction of such courts for any reason, and (b) that (i) the suit, action or proceeding in such courts is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) these Terms may not be enforced in or by such courts.

## **9.8 NOTICE OF ARBITRATION PROCESS**

Any User who intends to seek arbitration must first send a written notice of the dispute to Soul by certified U.S. mail or by overnight carrier (signature required):

Soul Global, Inc.

[ADDRESS TO BE INSERTED]

The Notice of Arbitration must include the following information: (i) describe the nature and basis of the Claim or dispute and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the Claim directly, but if the parties do not reach an agreement within 30 days after the Notice of Arbitration was received, you or the Company may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by both parties in writing.

## **9.9 COSTS AND FEES**

To the fullest extent permitted under applicable law, the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, JAMS administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

## **9.10 INJUNCTIVE RELIEF**

Nothing in this Section 9 will prevent either party from seeking interim injunctive relief against the other party, subject to Section 9.2. Without limitation or avoidance of doubt, any breach of intellectual property rights under this agreement would be deemed irreparable harm and the parties agree that such breach would be appropriately remedied by injunctive relief.

## **9.11 CONSUMER PROTECTION RIGHTS**

To the extent any provision of this Section 9 is found to be unenforceable or illegal under applicable consumer protection laws in your jurisdiction, or would otherwise impermissibly limit legal rights that cannot be waived under applicable law, such provision shall be deemed severed, but the remainder of this Section 9 shall remain in full force and effect to the maximum extent permitted by applicable law.

## **9.12 ENFORCEABILITY**

If any part or parts of this Section 9 on dispute resolution and arbitration are found under law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section on arbitration shall continue in full force and effect.

## **9.13 CONFIDENTIALITY**

Except as may be required either by law (including applicable securities laws) or to enforce any award rendered by the arbitrator or seek relief pursuant to Sections 9.1 or 9.2 above, neither a party to these Terms, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

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# **10. MISCELLANEOUS**

## **10.1 GENERAL TERMS**

These Terms, together with the Additional Terms, are the entire and exclusive understanding and agreement between you and Soul regarding your use of the Service. No amendment to or waiver of these Terms shall be valid unless in writing and signed by an authorized representative of Soul. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent, and any attempt by you to do so is void. We may assign these Terms at any time without notice or consent. Failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. We shall not be liable for any failure or delay in performance under these Terms, including the Additional Terms, for causes beyond our reasonable control. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms, the use of the word "including" means "including but not limited to," the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or," and the singular includes the plural and vice versa.

## **10.2 TERM; TERMINATION**

These Terms become binding on you on the date you accept these Terms or first download, install, access or use the Service, and shall continue so long as you have an account with us or continue to use the Service, unless earlier terminated in accordance with these Terms.

If you violate any provision of these Terms, you are no longer authorized to use the Service. In addition, Soul may, at its sole discretion for any reason or no reason, and with or without notice: (i) terminate these Terms; (ii) suspend, disable, or terminate your access to the Service; (iii) suspend, disable, or delete your Soul account (or any part thereof); or (iv) block or remove any User Content that you submitted.

## **10.3 EFFECT OF TERMINATION/ACCOUNT DELETION**

Upon termination of these Terms, (i) your license rights will terminate and you must immediately cease all use of the Service; (ii) you will no longer be authorized

to access the Service; and (iii) Sections 2.3, 3, 4, 5, 6, 7, 8, 9 and 10 will survive. In the event of account deletion for any reason, your User Content may no longer be available, and Soul is not responsible for the deletion or loss of any such User Content.

## 10.4 GENERAL PAYMENT TERMS; PRICE

Soul reserves the right to determine the price of the Service. Soul will make reasonable efforts to keep up to date pricing information published on the Website and the Service. Soul may change the price or fees for any feature of the Service, including additional fees and charges, if Soul provides advance notice of such changes before they apply. Soul, in its sole discretion, may make promotional offers with different features and different pricing to any Soul customer.

## 10.5 ADDITIONAL TERMS

These Terms hereby incorporate by this reference any additional terms, conditions, policies, rules, or guidelines posted by Soul through the Website and the Service, or otherwise made available to you by Soul (collectively, the "Additional Terms"). In the event of a conflict between the Additional Terms and these Terms, these Terms will control. The Additional Terms include: Soul's Privacy Policy (<https://soul.download/privacy>).

## 10.6 CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Service, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

## 10.7 CONTACT INFORMATION

The Service is offered by Soul with the following contact information:

Soul Global, Inc.

Email: [support@soul.download](mailto:support@soul.download)

For privacy-related inquiries or to exercise privacy rights, contact:  
[support@soul.download](mailto:support@soul.download)

For general inquiries: [info@soul.download](mailto:info@soul.download)

## 10.8 NO SUPPORT

We are under no obligation to provide support for the Website or the Service. In instances where we may offer support, the support will be subject to Soul's published policies and in our sole discretion.

## 10.9 INTERNATIONAL USE

The Service is controlled or operated (or both) from the United States and is not intended to subject Soul to any non-U.S. jurisdiction or Law. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable law in doing so. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited. We may limit the Service's availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

## 10.10 EXPORT CONTROLS

The Service may be subject to import and export laws in the United States and elsewhere, which may include restrictions on destinations, users, and end use, and you must comply with any and all such import and export Laws that apply in connection with the Service. You represent, warrant, and covenant that you are not: (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

## 10.11 ERRORS, INACCURACIES, OMISSIONS

With respect to information Soul controls regarding its own Service, Soul attempts to be as accurate as possible and eliminate errors on the Website and in the Service. However, there may be information on the Website and Service that

contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice.

## 10.12 COPYRIGHT INFRINGEMENT CLAIMS

We comply with the provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") as applicable to internet service providers. DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your copyright, you (or your agent) may send a "Notification of Claimed Infringement" to the Company's Copyright Agent as follows:

**Soul Global, Inc.**

Email: [support@soul.download](mailto:support@soul.download)

Please review Section 512 of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512 of the DMCA, your notice may not be effective. If you knowingly materially misrepresent that any activity or material on the Service is infringing, you may be liable to Soul for certain costs and damages. Your Notification of Claimed Infringement may be shared by Soul with the user alleged to have infringed a right you own or control, and you consent to Soul making such disclosure. You should consult with your legal advisor or carefully review Section 512 to confirm your obligations to provide a valid Notice of Claimed Infringement.

## 10.13 SEVERABILITY

The provisions of these Terms are intended to be interpreted in a manner that makes them valid, legal, and enforceable. If any provision is found to be partially or wholly invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable and the remainder of these Terms shall continue in full force and effect.

## 10.14 NOTICE TO CALIFORNIA RESIDENTS

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210, in order to resolve a complaint regarding the Service.

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## Summary of Key Terms

Topic	Summary
Eligibility	Must be 13+ years old; 13-17 need parental consent
AI Processing	Your conversations are processed by AI; memories are extracted and stored
Voice Cloning	You must have rights to any voice you clone; no impersonation or fraud
Medical/Legal Advice	Service is not a substitute for professional advice
AI Accuracy	AI outputs may be inaccurate; do not rely on them for important decisions
Liability	Limited to \$100 or amounts paid in past 12 months

Disputes	Resolved through JAMS arbitration in San Francisco; class action waiver
Opt-Out	30 days to opt out of arbitration after accepting Terms
Termination	Either party can terminate; your data may be deleted

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*End of Terms of Service*