

TERMS OF SERVICE OF IMAGIPORTAL INC.

Effective Date: January 17, 2026

PREAMBLE AND INTERPRETIVE FRAMEWORK

These Terms of Service ("Terms," "Agreement," "ToS") constitute a comprehensive, binding, enforceable contractual instrument governing the creation, establishment, maintenance, and termination of the relationship between ImagiPortal Inc., a Delaware corporation ("Company," "Service Provider," "we," "us," "our"), and any individual, business entity, organization, or legal person accessing, utilizing, maintaining engagement with, or otherwise interacting with the proprietary digital platform denominated ImagiPortal, including but not limited to web-based interfaces, mobile applications, application programming interfaces, webhooks, and all derivative or auxiliary technological implementations (collectively, "Platform," "Services," "Application").

Binding Acknowledgment

By accessing, utilizing, or maintaining any form of engagement with the Platform— whether through web browsers, mobile applications, programmatic APIs, or any other technological means—User (defined below) shall be deemed to have:

1. Read and comprehend this Terms of Service in its entirety
2. Affirmatively accepted all terms, conditions, limitations, and disclaimers contained herein
3. Acknowledged understanding of the legal, financial, and operational consequences of Platform utilization
4. Irrevocably submitted to the jurisdiction, dispute resolution procedures, and governing law specified herein
5. Waived all claims, defenses, and objections not expressly reserved herein

Continued utilization of the Platform following notification of material modifications constitutes irrevocable acceptance of amended terms.

DEFINITIONS AND INTERPRETIVE CONVENTIONS

User

The term "User," "you," or "your" refers to any individual, business entity, organization, non governmental organization (NGO), governmental agency, educational institution, financial institution, or legal person accessing, utilizing, or maintaining engagement with the Platform.

Persona

An artificial intelligence system instantiation or digital entity configured, trained, or customized by User through the Platform, including conversational characteristics, knowledge attributes, persona-specific parameters, and behavioral configurations.

User Content

All content, materials, information, intellectual property, submissions, uploads, transmissions, or contributions generated by, uploaded by, or submitted by User to the Platform, including but not limited to:

- Textual content, prompts, instructions, and conversational inputs
- Photographic images, video recordings, and multimedia files
- Audio recordings, voice samples, and acoustic data
- Persona configurations and specifications
- Personalized behavioral parameters and personality attributes
- Communications, messages, and correspondence
- Derivative works and modifications
- Any combination or aggregation thereof

Generated Content

Artificial intelligence-generated output, including AI-generated images, text, audio, video, or other media created by Platform AI systems in response to User Input or prompts.

Input

Instructions, prompts, parameters, configurations, data, or content submitted by User to Platform AI systems for the purpose of generating Output.

Prohibited Content

Any material, content, submission, or generated content violating the Acceptable Use Policy enumerated in Section 4 below, including but not limited to unlawful, defamatory, harassing, violent, obscene, illegal sexual acts prohibited by law, fraudulent, or otherwise objectionable material.

Services

The complete set of features, functionalities, tools, capabilities, and services provided by the Company through the Platform, including but not limited to persona creation and customization, conversational AI engagement, image generation, video generation, voice processing, analytics, and ancillary functions.

Third-Party Content

Any material, data, information, or intellectual property derived from, licensed from, or otherwise incorporated into the Platform not created or developed by the Company.

Confidential Information

Any non-public information disclosed by either party to the other party, including trade secrets, technical specifications, business plans, financial information, customer lists, and proprietary methodologies.

1. ELIGIBILITY, AUTHORITY, AND REPRESENTATION

1.1 Age and Capacity Requirements

Strict Age Requirement: THE USER MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO ACCESS, UTILIZE, OR MAINTAIN ENGAGEMENT WITH THE PLATFORM. IF USER IS UNDER EIGHTEEN (18) YEARS OF AGE, USER IS ABSOLUTELY PROHIBITED FROM ACCESSING, REGISTERING, OR UTILIZING THE PLATFORM IN ANY CAPACITY WHATSOEVER.

By accessing the Platform, User represents and warrants with absolute certainty that:

- User is at least eighteen (18) years of age
- User possesses the legal capacity to enter into this binding contractual agreement
- User is not subject to any legal incapacity, guardianship, conservatorship, or other restriction on contractual authority
- User is not a person or entity for whom providing services would violate applicable law

1.2 Entity Authority

If User accesses the Platform on behalf of an entity, organization, business, or legal person, User represents and warrants with complete accuracy that:

- User is an authorized representative of such entity
- User possesses express written authority to bind such entity to this Agreement
- User has reviewed this Agreement with appropriate legal counsel
- Entity agrees to be bound by all terms, conditions, and limitations contained herein
- Entity assumes all liability arising from User's access and utilization of the Platform

If User does not possess such authority, User is not permitted to access the Platform on behalf of such entity.

1.3 Jurisdiction and Legal Compliance

User represents and warrants that:

- User's access to the Platform is lawful under the laws of User's jurisdiction of residence
- User shall comply with all applicable laws, statutes, ordinances, regulations, rules, and executive orders of any governmental authority having jurisdiction

- User is not a person or entity subject to economic sanctions or located in a jurisdiction subject to comprehensive sanctions regimes (including but not limited to countries designated as State Sponsors of Terrorism, OFAC-sanctioned jurisdictions, or UN-sanctioned entities)
- User does not appear on any governmental watchlists, including the Office of Foreign Assets Control (OFAC) Specially Designated Nationals List, the European Union sanctions list, or equivalent lists maintained by other nations

2. ACCOUNT CREATION, SECURITY, AND CREDENTIAL MANAGEMENT

2.1 Registration and Account Establishment

User shall provide accurate, current, complete, and truthful information during account registration, including:

- Full legal name
- Valid electronic mail address
- Secure password credential
- Date of birth and age verification
- Geographic location and jurisdiction information
- Billing address and contact information

Users shall maintain the accuracy and currency of account information and shall update records within forty-eight (48) hours of any material changes.

2.2 Credential Security and Access Control

(a) User Responsibility

USER ASSUMES ABSOLUTE AND SOLE RESPONSIBILITY FOR:

- Maintaining confidentiality of account credentials, including passwords, personal identification numbers (PINs), biometric identifiers, and authentication keys
- Securing User computing devices against malware, phishing, social engineering, and unauthorized access
- Implementing appropriate security measures on User devices
- Preventing unauthorized third-party access to User credentials
- Not sharing credentials with any third party under any circumstances
- Immediately reporting unauthorized access or credential compromise

The Company bears no liability for unauthorized access to User accounts or for User conduct on User accounts, regardless of whether such access or conduct is authorized.

(b) Company Limited Responsibility

The Company shall implement industry-standard security measures to protect Platform infrastructure. However, THE COMPANY DISCLAIMS LIABILITY FOR:

- Unauthorized access resulting from User negligence or carelessness

- Unauthorized access resulting from User password exposure or credential sharing
- Unauthorized access resulting from malware, viruses, or user device compromise
- Phishing attacks, social engineering, and pretexting
- Keyloggers, screen capture, or similar malicious software
- Any unauthorized access beyond the Company's reasonable control

(c) Notification Obligations

User shall immediately notify the Company of any known or suspected unauthorized access, credential compromise, or security breach via: support@imagiportal.me

User agrees to cooperate fully with Company investigation of unauthorized access.

2.3 Account Termination and Credential Revocation

The Company may immediately suspend, deactivate, or terminate User accounts and revoke access credentials upon:

- Detection of unauthorized access or fraudulent activity
- User policy violation
- Security breach or credential compromise
- Court order or governmental demand
- Termination of Service to User's geographic region

Account termination shall immediately revoke User access to all Platform Services.

3. ACCOUNT REGISTRATION ACCURACY AND USER REPRESENTATIONS

3.1 Information Accuracy Warranty

User provides an unconditional warranty that all information submitted during account registration is:

- Accurate in all material respects
- Current and not stale
- Complete and not misleadingly omitting material information
- Truthful and not containing any false statements
- Provided with knowledge of accuracy
- Not provided with intent to defraud or deceive

User acknowledges that the Company has relied upon such representations in granting Platform

access.

3.2 Continued Accuracy Obligation

Users shall maintain current, accurate, and complete account information and shall update records within forty-eight (48) hours of any material changes. User's failure to maintain accurate information shall be deemed a material breach of this Agreement.

3.3 Liabilities for Inaccuracy

User shall indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from all claims, losses, damages, and liabilities arising from:

- Inaccurate account information
- Misrepresentation of User identity, age, or authority
- Misrepresentation of User jurisdiction or legal status
- False statements regarding User's legal capacity
- Violation of sanctions laws through false location representation

4. USER CONDUCT, CONTENT POLICIES, AND ACCEPTABLE USE

4.1 User Responsibility for User Content

User acknowledges, accepts, and agrees that User is the sole and exclusive party responsible for all User Content, including:

- Legality of User Content
- Accuracy and truthfulness of User Content
- Compliance of User Content with third-party rights
- Compliance of User Content with applicable law and regulation
- Potential harmful effects of User Content on third parties

The Company is not responsible for screening, monitoring, or pre-approving User Content prior to publication or transmission. User assumes **all liability and risk** arising from User Content.

4.2 Prohibited Content Categories

THE FOLLOWING CATEGORIES OF CONTENT ARE EXPRESSLY AND ABSOLUTELY PROHIBITED:

(a) Child Sexual Abuse Material(CSAM)

- Any photographic, video, audio, or textual content depicting, promoting, facilitating, or encouraging child sexual abuse
- Sexualized depictions of minors or minors engaged in sexual conduct

- Any content sexualizing children or minors in any format

Immediate Consequences: User submitting CSAM shall result in immediate account termination, permanent Platform banning, data preservation for law enforcement, and mandatory reporting to National Center for Missing & Exploited Children (NCMEC) and appropriate law enforcement agencies.

(b) Violence and Violent Extremism

- Graphic depictions of extreme violence, gore, torture, dismemberment, or death
- Promotion or incitement of violence against individuals or groups
- Instructions for weapons manufacture, explosives assembly, or use of weapons
- Content glorifying, promoting, or facilitating terrorism or violent extremism
- Content promoting or inciting mass violence or attack planning

(c) Hate Speech and Discrimination

- Content promoting hatred, discrimination, or dehumanization based on protected characteristics including race, ethnicity, national origin, religion, caste, sexual orientation, gender identity, disability, or medical status
- Content promoting supremacist ideologies or white nationalist movements
- Slurs, epithets, and dehumanizing language targeting protected groups
- Content promoting conspiracy theories targeting protected groups

(d) Non-Consensual Intimate Content

- Non-consensual intimate images ("revenge porn"), including photographic, video, or artistic depictions
- Deepfake pornographic content depicting real individuals
- Sexualized content created without subject consent
- Content facilitating sexual exploitation or sex trafficking

(e) Self-Harm and Dangerous Behavior

- Content promoting, encouraging, or instructing self-harm, suicide, eating disorders, or dangerous behaviors
- Content promoting substance abuse or drug manufacturing
- Content facilitating self-mutilation, dangerous challenges, or extreme stunts

(f) Illegal Activities and Unlawful Content

- Content violating any applicable federal, state, local, or international law
- Content facilitating money laundering, sanctions evasion, or financial crimes
- Content facilitating human trafficking, forced labor, or exploitation
- Content facilitating identity theft, fraud, or financial theft
- Content facilitating illegal drug manufacturing, distribution, or use
- Content facilitating illegal weapons acquisition or trafficking

(g) Misinformation and Disinformation

- Medical misinformation promoting dangerous health practices
- Electoral disinformation or foreign interference content
- Pandemic-related misinformation undermining public health

- Demonstrably false information transmitted with intent to deceive or cause harm
- Conspiracy theories lacking evidentiary foundation

(h) Intellectual Property Infringement

- Content infringing copyright, patent, trademark, or trade secret rights
- Unauthorized use of copyrighted images, music, video, or literary works
- Content copying or reproducing protected works without attribution or authorization
- Content violating third-party intellectual property registrations

(i) Privacy Violation and Doxing

- Unauthorized disclosure of personally identifiable information (name, address, phone number, email, financial information)
- Disclosure of private communications without consent
- Doxing activities or targeted harassment campaigns
- Unauthorized biometric data disclosure
- Disclosure of health, financial, or other sensitive information

(j) Impersonation and Misrepresentation

- Impersonation of actual individuals for deceptive purposes
- Impersonation of organizations or businesses
- Misrepresentation of Company affiliation or endorsement
- Creating deepfake video or audio content depicting real individuals without disclosure
- Misrepresentation of User identity or authority

(k) Harassment and Bullying

- Targeted harassment campaigns or sustained abuse
- Sexual harassment or harassment based on protected characteristics
- Threatening communications
- Coordinated abuse or pile-on harassment
- Harassment facilitating real-world violence

(l) Malicious Software and Security Threats

- Distribution of malware, viruses, ransomware, trojan horses, or worms
- Distribution of spyware, adware, or information-stealing software
- Phishing content or social engineering attacks
- Botnets and command-and-control infrastructure
- Zero-day exploit code or vulnerability information

(m) Spam and Manipulation

- Spam or bulk unsolicited communications
- Coordinated inauthentic behavior or manipulation campaigns
- Artificial engagement manipulation (fake likes, followers, comments)
- Promotional content outside designated channels
- Multi-level marketing or pyramid scheme promotion

(n) Sexual Content and Exploitation

- Sexualized depictions of individuals without consent
- Sexualized depictions of children and/or minors under the age of 18

4.3 Prohibited User Activities and Conduct

USER IS ABSOLUTELY PROHIBITED FROM:

(a) Unauthorized System Access

- Attempting unauthorized access to Platform systems, networks, or data
- Attempting to bypass security measures, authentication mechanisms, or access controls
- Attempting to compromise, degrade, or interfere with Platform infrastructure
- Port scanning, vulnerability probing, or network reconnaissance
- Attempting to exploit security vulnerabilities
- Reverse engineering, decompiling, disassembling, or decomposing Platform software

(b) Interference and Disruption

- Interfering with, disrupting, or degrading Platform services
- Interfering with other Users' access to Platform services
- Creating resource exhaustion conditions through resource consumption attacks
- Launching denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks
- Flooding or spamming Platform systems with malicious traffic
- Automated scraping or data harvesting
- Automated testing for vulnerabilities or security weaknesses

(c) Data Theft and Unauthorized Disclosure

- Unauthorized access, collection, or harvesting of User personal data
- Unauthorized collection or transmission of third-party personal information
- Unauthorized copying or export of User-Generated Content
- Automated scraping of Platform data or content
- Unauthorized reproduction of proprietary information

(d) Manipulation and Fraud

- Account creation for fraudulent purposes
- Creating multiple accounts to evade enforcement actions
- Creating accounts on behalf of other individuals without authorization
- Impersonation of Company personnel or representatives
- False claims of Company affiliation, endorsement, or support
- Fraudulent purchase or payment transactions
- Chargebacks, refund fraud, or payment fraud

(e) Competitive Abuse and Business Interference

- Competitive intelligence gathering through unauthorized access
- Intentional interference with Company business relationships
- Misappropriation of Company trade secrets or confidential information
- Unauthorized benchmarking or reverse engineering
- Trademark or brand dilution

- Tarnishment of Company reputation

4.4 Content Moderation and Enforcement

(a) Proactive Moderation

The Company employs automated artificial intelligence-powered content classification, human content moderation, and third-party reporting to identify Prohibited Content. The Company maintains authority to:

- Remove Prohibited Content immediately upon identification
- Temporarily disable User accounts pending investigation
- Permanently terminate accounts engaging in severe violations
- Preserve evidence and cooperate with law enforcement
- Issue account warnings or restrictions
- Implement temporary access suspensions

(b) Abuse Reporting and Investigation

Users may report suspected Prohibited Content by submitting a report through the Platform reporting interface, including:

- Specific identification of violative content
- URL or direct link to content
- Nature of violation
- Supporting evidence or context
- User contact information

The Company shall investigate reports and take appropriate enforcement action within thirty (30) days.

(c) DMCA Compliance and Notice-and-Takedown

Digital Millennium Copyright Act Compliance: The Company complies with the Digital Millennium Copyright Act, 17 U.S.C. § 512, and implements expedited copyright infringement takedown procedures.

Takedown Notice Submission:

Copyright owners or authorized representatives may submit written notices of copyright infringement containing:

- Physical or electronic signature of the copyright owner or authorized agent
- Identification of the copyrighted work claimed to be infringed
- Identification of the allegedly infringing material and its location on the Platform
- Complete contact information (name, address, telephone number, electronic mail address)
- Statement of good faith belief that use is not authorized by copyright owner, agent, or law
- Statement, under penalty of perjury, that the notice is accurate and the notifying party is authorized to act on behalf of the copyright owner
- If providing notice on behalf of a copyright owner: certification of authority to act on behalf of such owner

Notice Submission Address:
Designated Agent for Copyright Notices
ImagiPortal Inc.
1111B S Governors Ave STE 26293
Dover, DE 19904
Electronic Mail: support@imagiportal.me

Company Response Procedures:

Upon receipt of valid notice:

- Company shall remove or disable access to allegedly infringing content within 7 (seven) business days
- Company shall provide notice to affected User
- Company shall preserve evidence for legal proceedings
- Company shall maintain repeat infringer records

Counter-Notification Procedures:

Users whose content has been removed may submit counter-notifications containing:

- Physical or electronic signature of User
- Identification of content removed and its former location
- Statement, under penalty of perjury, that removal resulted from error or
 - misidentification
- User contact information
- Statement consenting to jurisdiction of Federal District Court in San Francisco, California
- Submission of counter-notification constitutes consent to Service of Process

Upon receipt of valid counter-notification:

- Company shall provide notice to copyright claimant
- Content shall be restored unless copyright claimant initiates legal proceedings
- Copyright claimant must obtain court order to prevent restoration

Repeat Infringer Termination:

Users receiving three (3) valid copyright infringement notices within a twelve (12) month period shall have their accounts permanently terminated.

(d) Audit Trails and Documentation

The Company maintains comprehensive audit trails documenting:

- All moderation actions and enforcement decisions
- Rationale for content removal
- User warnings and account restrictions
- Account termination decisions
- Law enforcement coordination

Audit trails are retained for seven (7) years for legal proceedings and regulatory compliance.

5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

5.1 Company Intellectual Property

(a) Comprehensive IP Ownership

The Company or its licensors own and retain all intellectual property rights, including but not limited to copyright, patent, trademark, service mark, trade dress, trade secret, and all other proprietary rights, in and to:

- Platform software, code, algorithms, and architecture
- User interface design, graphics, and layout
- Audiovisual content, video recordings, and multimedia
- Written materials, documentation, and instructional content
- Database compilation and data architecture
- Trademarks, service marks, logos, and brand identifiers
- Domain names and URL structures
- Artificial intelligence models, machine learning algorithms, and neural networks
- Training datasets and model parameters (subject to privacy limitations)
- Reports, analytics, and business intelligence
- All derivative works and modifications
- All successor, improved, and enhanced versions

(b) Limited License Grant

User receives a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and utilize the Platform and Services for User's personal or internal business purposes, subject to:

- Compliance with all Terms and Conditions
- Continued payment of applicable fees
- Non-interference with Company operations
- Non-use for competitive purposes
- Restrictions on modification or derivative work creation

This license terminates immediately upon:

- Termination of User account or Services
- Material breach of this Agreement
- Expiration of subscription term without renewal
- Company determination to discontinue Services

(c) Restrictions on Use and Modification

User shall not, and shall not permit any third party to:

- Reproduce, duplicate, copy, or transcribe any portion of the Platform or Services
- Modify, alter, adapt, translate, or create derivative works of the Platform
- Disassemble, decompile, reverse engineer, or decompose the Platform software
- Attempt to extract the source code underlying the Platform
- Remove, obscure, or alter intellectual property notices or attributions
- Rent, lease, lend, resell, or sublicense access to the Platform
- Transfer or assign rights to the Platform to third parties
- Use the Platform to develop competitive products or services
- Benchmark or performance test the Platform against competitors
- Use the Platform for unauthorized commercial purposes

Violation of these restrictions shall result in immediate account termination and potential legal action.

5.2 User Content Ownership and Limited Grant

(a) User Content Ownership

User acknowledges and agrees that User retains ownership of User Content submitted to the Platform, provided that:

- User warrants that User possesses all necessary rights to grant licenses herein
- User warrants that User Content does not infringe third-party intellectual property rights
- User warrants that User Content complies with all applicable laws and regulations
- User warrants that User is not infringing third-party publicity, privacy, or personality rights

(b) Comprehensive License Grant to Company

By submitting User Content to the Platform, User grants to the Company and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable, transferable license to:

- Reproduce, duplicate, and copy User Content
- Create derivative works and modifications
- Distribute, transmit, and display User Content
- Perform User Content or permit performance by third parties
- Incorporate User Content into composite works
- Modify, adapt, translate, and reformat User Content
- Create new works derived from User Content
- Use User Content for training and optimization of artificial intelligence models
- Use User Content for quality assurance, testing, and research purposes
- Analyze User Content for statistical, aggregate, and business intelligence purposes
- Archive and preserve User Content
- Use User Content in marketing materials and promotional content (with attribution)
- This license survives termination of the User account and continues indefinitely.

While User grants the Company this broad license, User retains the ownership of the

intellectual property (IP) itself.

(c) User Content Retention and Backup

User acknowledges that:

- User Content shall be retained on Platform servers for the duration of User account active status User Content may be retained in backup and disaster recovery systems for up to ninety (90) days following account deletion
- User Content may be retained indefinitely if required for legal proceedings, fraud investigation, or regulatory compliance
- User Content shall be securely deleted following expiration of retention periods in accordance with this Agreement and Privacy Policy

(d) Third-Party Content in User Content

If User Content incorporates third-party copyrighted, trademarked, or otherwise protected material, User shall:

- Obtain all necessary licenses and permissions
- Provide proper attribution
- Maintain copies of all licenses and permissions
- Indemnify the Company against third-party infringement claims

6. GENERATED CONTENT OWNERSHIP AND COPYRIGHT

6.1 AI-Generated Content Characteristics

User acknowledges and accepts that:

- Generated Content created by Platform artificial intelligence systems constitutes output of automated algorithmic processing
- Generated Content lacks human authorship sufficient to confer copyright protection under current United States copyright law, 17 U.S.C. § 102(a)
- Generated Content is not copyrightable and constitutes public domain material User cannot claim exclusive copyright ownership of purely AI-generated outputs
- Generated Content may be generated for other Users using identical or similar prompts
- Generated Content may be identical or substantially similar to generated outputs for other Users
- While the *AI model's output* may be public domain/non-copyrightable, the *compilation* of the chat log (the specific back-and-forth) is treated as User Content for the purpose of privacy and account management.

6.2 Limited User Rights to Generated Content

Subject to the copyright limitations in Section 6.1:

- User receives a limited, non-exclusive, non-transferable, revocable license to use Generated Content for personal or internal business purposes
- User may modify, adapt, incorporate into derivative works, and commercialize Generated Content, subject to compliance with applicable law
- User assumes all liability for Generated Content utilization, including liability for third-party infringement claims
- The Company disclaims all warranties regarding Generated Content non infringement or originality

6.3 Company Retained Rights

The Company retains:

- Non-exclusive license to use Generated Content for quality assurance, testing, and optimization
- Rights to use Generated Content in marketing and promotional materials with User attribution
- Rights to aggregate and anonymize Generated Content for statistical analysis
- Rights to analyze Generated Content for trend identification and business intelligence

6.4 No Company Liability for Generated Content

THE COMPANY MAKES NO WARRANTIES OR GUARANTEES REGARDING GENERATED CONTENT, INCLUDING:

- No guarantee of originality or uniqueness
- No guarantee of non-infringement of third-party rights
- No guarantee of accuracy or truthfulness
- No guarantee of appropriateness for particular purposes
- No guarantee of legality in User's jurisdiction

User assumes sole and exclusive responsibility for all Generated Content utilization, including responsibility for third-party claims and legal liability.

7. PAYMENTS, FEES, BILLING, AND FINANCIAL TERMS

7.1 Subscription Tiers and Pricing

The Platform offers multiple subscription tiers with varying features, capabilities, and pricing:

- Free Tier: Limited functionality with rate limiting and feature restrictions
- Premium Tier: Enhanced features, increased rate limits, priority support
- Enterprise Tier: Custom pricing, dedicated support, custom integrations

Changes apply to renewals only; current subscription periods maintain existing pricing.

7.2 Billing Procedures

(a) Payment Obligation

Users agree to pay all applicable subscription fees, usage-based fees, and overage charges in accordance with the subscription tier selected and the pricing displayed.

(b) Automatic Billing and Renewal

Subscriptions automatically renew at the end of each subscription term unless User affirmatively cancels the subscription prior to the renewal date. User shall be charged the subscription fee applicable at the time of renewal.

(c) Billing Statement Access

Users may access billing statements, invoices, and payment history through the account dashboard.

(d) Failed Payment and Collection

If a subscription payment fails:

User account will revert back to the free tier and any accumulated Porti credit tokens will remain unchanged and available to the user.

7.3 Refund Policy and Non-Refundable Fees

(a) No Refunds for Subscription Fees

SUBSCRIPTION FEES, UPGRADE FEES, AND ADD-ON CHARGES ARE ABSOLUTELY NON REFUNDABLE UNDER ANY CIRCUMSTANCES, INCLUDING:

- User cancellation or service discontinuation
- User dissatisfaction with Services
- User failure to utilize Services
- Change in User circumstances
- Company service interruptions or outages (except as provided in Section 8.4)
- Company termination of User account

(b) Usage-Based Overage Charges

Usage-based overage charges for exceeding included usage allowances are absolutely non refundable.

(c) Statutory Refund Exceptions

The only exception to the non-refund policy is where legally mandated by applicable statutory requirements (e.g., European Union consumer protection laws, California Consumer Legal Remedies Act).

7.4 Taxes and Government Charges

User is responsible for payment of all applicable taxes, governmental fees, and regulatory charges related to Service utilization, including:

- Sales tax and value-added tax (VAT)
- Consumption tax

- Use tax
- Excise tax
- Governmental administrative charges

The Company shall collect and remit applicable taxes to governmental authorities. The Company's quoted fees do not include taxes unless expressly stated.

7.5 Third-Party Payment Processors

The Company engages third-party payment processors to collect payments. Users agree to comply with the terms of service and privacy policies of payment processors, including:

- Stripe (stripe.com)
- PayPal (paypal.com)
- Cryptocurrency payment processors

The Company disclaims liability for payment processor errors, security breaches, or service interruptions.

7.6 Outstanding Balance and Pursuit of Collection

The user remains liable for all outstanding balances, unpaid fees, and charges. The Company may:

- Engage third-party collection agencies and debt collectors
- Report unpaid balances to credit reporting agencies
- Pursue legal action to recover unpaid balances
- Offset unpaid balances against User refunds or credits
- Implement account suspension and termination for non-payment

8. WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 Disclaimer of All Warranties

THE PLATFORM, SERVICES, AND GENERATED CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING:

(a) Warranty of Merchantability

The Company makes no warranty that the Platform is fit for sale, resale, licensing, or any commercial purpose. The Platform is provided without any implied warranty that it is suitable for ordinary purposes or will meet ordinary expectations.

(b) Warranty of Fitness for a Particular Purpose

The Company makes no warranty that the Platform or Services will meet User's specific

requirements, expectations, or objectives. The Company has not represented that the Platform is suitable for User's particular use case.

(c) Warranty of Non-Infringement

The Company makes no warranty that:

- User Content does not infringe third-party intellectual property rights
- Generated Content does not infringe third-party intellectual property rights
- Platform operation does not infringe third-party intellectual property rights
- User utilization of Generated Content will not result in third-party infringement claims

(d) Warranty of Accuracy and Truthfulness

The Company makes no warranty that:

- Generated Content is accurate or truthful
- Generated Content reflects reality or actual facts
- User Content is accurate or truthful
- Data displayed on Platform is complete, accurate, or current
- Information provided by Customer Support is accurate or complete

(e) Warranty of Uninterrupted Service

The Company makes no warranty that:

- Platform operation will be uninterrupted or error-free
- Platform will be available at any particular time
- Bugs or defects will be corrected
- Platform will maintain consistent performance
- Service uptime will meet any particular standard

(f) Warranty of Security

The Company makes no warranty that Platform security measures will prevent all unauthorized access, data breaches, or security compromises. Users acknowledge inherent risks in digital systems and internet transmission.

8.2 Limitation of Liability

(a) Consequential Damages Exclusion

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING:

- Lost profits or revenue
- Lost data or information
- Lost business opportunities or goodwill
- Lost anticipatory benefits
- Loss of use or enjoyment
- Reputational harm or injury
- Diminution in value

- Cost of cover or substitute goods or services
- Damages arising from business interruption

THIS EXCLUSION APPLIES REGARDLESS OF:

- The form of legal action (contract, tort, strict liability, or otherwise)
- Whether the Company has been advised of the possibility of such damages
- The foreseeability of such damages
- Whether damages arise from breach of warranty, breach of contract, negligence, strict liability, or other legal theory

(b) Direct Damages Cap

IN NO EVENT SHALL THE COMPANY'S TOTAL CUMULATIVE LIABILITY, WHETHER ARISING FROM CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EXCEED THE LESSER OF:

1. The total amount of fees paid by User to the Company in the twelve (12) months immediately preceding the claim; or
2. One Hundred Dollars (\$100.00) USD

If User has paid no fees, the liability cap is \$100.00 USD.

(c) Liability Exclusions by Category

THE COMPANY SHALL NOT BE LIABLE FOR:

- User misuse or abuse of the Platform
- User violation of this Agreement or applicable law
- User failure to implement reasonable security measures
- Unauthorized access or data breaches resulting from User conduct
- Force majeure events, acts of God, or events beyond reasonable Company control
- Third-party services, products, or content
- Errors or omissions in User Content
- Defamatory or unlawful User Content
- Third-party intellectual property claims
- Regulatory changes or legal requirements
- Economic losses or diminution in business value

(d) Severability of Liability Limitations

If any portion of this limitation of liability is found to be unenforceable by a court of competent jurisdiction, such portion shall be reformed to the maximum extent permitted by law. The remainder of the limitation shall remain in full force and effect.

(e) Jurisdictional Exclusions and Statutory Rights

Some jurisdictions (including the European Union under GDPR and certain U.S. states) do not allow the exclusion or limitation of liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) gross negligence or willful misconduct; or (iv) statutory damages mandated by data protection laws (including GDPR and BIPA).

ACCORDINGLY, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR ANY

SUBJECT MATTER THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

In such jurisdictions, the limitations in Section 8.2(b) shall apply only to the maximum extent permitted by such applicable law. For any claim involving the processing of Personal Data (as defined in the Privacy Policy) where a strict liability cap is prohibited, the Company's liability shall be limited to the amount of fees actually paid by the User to the Company during the twelve (12) months immediately preceding the event giving rise to the claim, or the minimum liability cap mandated by applicable statutory law, whichever is higher.

8.3 User Acknowledgment of Risk

USER ACKNOWLEDGES AND ACCEPTS THAT:

- Platform utilization involves risks, including data loss, service interruption, and security compromise
- No system can guarantee absolute security or continuous availability
- User assumes all risks associated with Platform access and utilization
- User's sole and exclusive remedy for unsatisfactory Platform performance is termination of Services and refund of prepaid fees (if applicable)

9. INDEMNIFICATION AND HOLD HARMLESS

9.1 Comprehensive User Indemnification

User agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

(a) User's Access and Utilization

- User's access to or utilization of the Platform or Services
- User's interaction with other Users or third parties through the Platform
- User's use of Generated Content
- User's reliance upon Platform information or advice

(b) User Content and Submissions

- The content, accuracy, legality, or appropriateness of User Content
- User Content copyright, trademark, patent, or other intellectual property infringement
- User Content violating third-party publicity, privacy, or personality rights
- User Content defamation or injury to reputation of third parties
- User Content violation of applicable laws or regulations

(c) User's Conduct and Violations

- User's violation of this Agreement or applicable law
- User's violation of third-party rights

- User's engagement in illegal activities
- User's harassment, abuse, or threatening behavior toward other Users
- User's transmission of malware or harmful code

(d) User's Commercial Activities

- User's commercial or business use of the Platform or Generated Content
- User's failure to obtain necessary licenses or permissions for User Content
- User's misrepresentation of User identity or authority
- User's fraudulent, deceptive, or illegal activities

(e) Payment and Financial Matters

- User's unpaid fees or charges
- User's payment fraud or chargebacks
- Disputes with payment processors or financial institutions
- User's violation of financial services laws or regulations

(f) Third-Party Claims

- Third-party claims arising from User conduct or User Content
- Third-party intellectual property infringement claims
- Third-party defamation or privacy violation claims
- Claims by other Users against the Company arising from User conduct

9.2 Indemnification Procedures

(a) Notice Requirement

The Company shall provide User with prompt written notice of any indemnifiable claim, provided that failure to provide timely notice shall not relieve User of indemnification obligations except to the extent User is materially prejudiced by such delay.

(b) Defense Control

User shall assume exclusive control of defense of indemnifiable claims, provided that:

- The Company may participate in defense at its own expense
- User shall not settle any claim admitting liability on behalf of the Company without Company consent
- User shall provide regular updates on defense progress
- User shall maintain adequate insurance coverage

(c) Cooperation

Users shall cooperate fully with the Company in defense of indemnifiable claims, including providing necessary information, documentation, and testimony.

10. TERMINATION OF SERVICES AND ACCOUNT

10.1 Termination by User

(a) Cancellation Procedures

User may terminate Services and account at any time by:

- Accessing account settings and selecting "Delete Account" or "Cancel Subscription"
- Sending written notice to support@imagiportal.me with User identification
- Submitting formal cancellation notice through the Platform support interface

(b) Effect of Termination

Upon User-initiated termination:

- User loses access to the Platform and Services immediately
- User loses all retained rights to the Platform
- Paid subscriptions are non-refundable (except as required by law)
- User Content retention is subject to the Privacy Policy and this Agreement
- User account data may be retained per the Privacy Policy retention schedule

(c) Surviving Obligations

The following survive termination:

- User indemnification obligations
- Company liability limitations and warranties disclaimers
- Payment obligations for services rendered prior to termination
- Confidentiality obligations
- Dispute resolution and arbitration provisions

10.2 Termination by Company

(a) Termination for Cause

The Company may immediately suspend, terminate, or restrict User account without notice or cure period upon:

- User policy violation, including Prohibited Content submission or engagement in Prohibited Activities
- User engagement in illegal activities or criminal conduct
- User security breach or compromised credentials
- User account fraud or identity misrepresentation
- User engagement in unauthorized system access or hacking

- User non-payment for thirty (30) days or more
- User abuse of Customer Support or threats toward Company personnel
- Court order or governmental demand
- Company determination that User presence constitutes risk to Platform or other Users
- Violation of sanctions laws or legal impediments to service provision

(b) Termination for Convenience

The Company may terminate Services to User for convenience with thirty (30) days' written notice, for any reason or no reason. Termination for convenience shall not entitle User to refund of prepaid subscription fees.

(c) Effect of Company-Initiated Termination

Upon Company-initiated termination:

- User loses access to the Platform and all Services immediately (or at end of notice period if termination for convenience)
- User loses all retained rights to the Platform
- User account and data may be immediately deleted or retained per Privacy Policy
- User account may be placed on permanent blacklist preventing future account creation
- User Content may be preserved for legal proceedings or regulatory compliance

(d) Survival of Obligations

Upon Company-initiated termination, the following survive:

- User payment obligations for services rendered
- User indemnification obligations
- Company liability limitations and warranty disclaimers
- Non-refund policy for prepaid fees
- Confidentiality obligations
- All other surviving provisions of this Agreement

10.3 Effect of Account Deletion

Account deletion results in:

- Complete removal of account login access
- Permanent deletion of User profile data subject to the specific retention schedules outlined in Section 4 of the Privacy Policy (e.g., 36 months for account registration data for fraud prevention).
- Deletion of User Content within ninety (90) days (except as required for legal proceedings)
- Deletion of payment information (except as required for tax and financial compliance)
- Irreversible deletion of saved personas and configuration data
- Inability to recover deleted data

11. CHANGES TO TERMS OF SERVICE

11.1 Amendment and Modification Authority

The Company reserves the right to modify, amend, supplement, or replace this Agreement at any time and at its sole discretion. Material modifications shall be communicated via:

- Prominent notice on Platform homepage
- Electronic mail notification to registered User email addresses
- In-app notifications and alerts
- Posting of updated Agreement with revision date

11.2 Effective Date and Acceptance

Amended Terms become effective upon posting. User continued utilization of the Platform following notification of amendments constitutes irrevocable acceptance of amended terms. Users who do not accept amendments must discontinue Platform access.

11.3 Preservation of Historical Versions

Previous versions of this Agreement shall be archived and maintained at magiportal.me/terms-archive for reference.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law

This Agreement is governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflicts of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply.

12.2 Exclusive Jurisdiction

User irrevocably submits to the exclusive jurisdiction of the state and federal courts located in San Francisco, California for resolution of any disputes arising from this Agreement or Platform access.

12.3 Binding Arbitration

Notwithstanding Section 12.2, User and the Company agree to resolve all disputes through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules & Procedures ("Rules") and the Supplementary Procedures for Consumer Related Disputes (if applicable), unless carved out in Section 12.5.

(a) Arbitration Procedures

- Venue: Arbitration shall be conducted in San Francisco, California
- Arbitrator Selection: Single neutral arbitrator selected pursuant to AAA Rules
- Discovery: Discovery shall be limited to matters directly relevant to the dispute
- Arbitrator Authority: Arbitrator shall apply substantive law to the dispute and shall issue a written award
- Judgment: Judgment on arbitration award may be entered in any court of competent jurisdiction
- Costs: Each party bears its own attorneys' fees and costs; arbitration administration fees divided equally unless arbitrator determines otherwise

(b) Class Action Waiver

CRITICAL PROVISION: USER IRREVOCABLY WAIVES THE RIGHT TO PARTICIPATE IN CLASS ACTION ARBITRATIONS, CLASS ACTIONS, OR OTHER COLLECTIVE ACTIONS AGAINST THE COMPANY.

- Arbitration shall be conducted in individual capacity only, not as a class action
- Consolidated or collective proceedings are prohibited
- Mass arbitration or joinder of claims is prohibited
- User claims cannot be joined with other Users' claims
- Each User must submit individual arbitration demand
- If User participates in unauthorized class action litigation, User shall be liable for the Company's attorneys' fees and costs

(c) Opt-Out Procedure

User may opt out of binding arbitration by providing written notice to support@imagiportal.me within thirty (30) days of first Platform access, containing:

- User full name
- User email address
- User intent to opt out of arbitration
- Physical signature (not electronic signature)

If User opts out of arbitration, all other terms of this Agreement remain in effect, and User shall be subject to exclusive jurisdiction of courts in San Francisco, California.

12.4 Injunctive Relief Exception

Either party may seek temporary restraining orders, preliminary injunctions, or other injunctive or equitable relief from courts of competent jurisdiction for:

- Intellectual property infringement or misappropriation
- Breach of confidentiality obligations
- Unauthorized access or security breaches
- Irreparable harm threatened

Such equitable relief shall not be deemed inconsistent with the arbitration provision.

12.5 Excluded Claims

The following claims are excluded from arbitration and may be pursued in court:

- Claims arising under federal antitrust law
- Claims arising under federal trademark law (15 U.S.C. § 1125(c))
- Claims for patent infringement
- Small claims court eligibility (within applicable monetary thresholds)
- Claims expressly excluded under applicable arbitration law

12.6 Severability of Arbitration Provisions

If any arbitration provision is found unenforceable, such provision shall be reformed to the maximum extent permitted by law. If arbitration cannot be enforced, disputes shall be resolved in courts specified in Section 12.2.

13. COMPLIANCE WITH LAW AND SANCTIONS

13.1 User Compliance Obligations

User shall comply with all applicable federal, state, local, and international laws, statutes, ordinances, regulations, rules, and executive orders, including:

- Economic sanctions and export control laws
- Anti-money laundering laws and know-your-customer requirements
- Antitrust and competition laws
- Data protection and privacy laws (GDPR, CCPA, HIPAA, etc.)
- Consumer protection laws
- Intellectual property protection laws
- Child protection laws (COPPA, FOSTA-SESTA, etc.)
- Fraud, false statements, and deception prohibitions

13.2 Sanctions Compliance

User is not, and does not represent on behalf of, any person or entity:

- Subject to economic sanctions administered by the Office of Foreign Assets Control (OFAC)
- Located in a jurisdiction subject to comprehensive sanctions
- A national of a state sponsor of terrorism
- Designated as a terrorist or terrorist-supporting organization
- On any governmental watchlist or exclusion list
- An entity owned or controlled by sanctioned parties

User warrants that Platform access and utilization does not violate Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), or equivalent regulations.

14. PRIVACY, DATA PROTECTION, AND CONFIDENTIALITY

14.1 Incorporation of Privacy Policy

The Company's Privacy Policy is incorporated into this Agreement by reference and constitutes binding legal documentation governing personal data collection, processing, and utilization. User acknowledges having read and understood the Privacy Policy and consents to the practices described therein.

14.2 Data Subject Rights

Users subject to GDPR, CCPA, COPPA, or other privacy statutes retain statutory rights to:

- Access personal data
- Correct inaccurate data
- Delete personal data (subject to exceptions)
- Restrict processing
- Port data to other services
- Opt out of data sales or sharing
- Withdraw consent

See the Privacy Policy for detailed procedures.

14.3 Confidential Information

(a) Definition

Confidential Information means any non-public information disclosed by either party to the other party, including trade secrets, technical information, business plans, financial data, and customer lists.

(b) Protection Obligations

Each party shall:

- Maintain confidentiality of Confidential Information
- Implement reasonable security measures
- Disclose only to employees and agents with a need to know
- Not disclose to third parties without written consent

(c) Exceptions to Confidentiality

Confidentiality obligations do not apply to information:

- Publicly available or in the public domain
- Independently developed without reference to Confidential Information
- Rightfully obtained from third parties
- Disclosed by compulsion of law or court order (with notice to other party)

15. CONTACT INFORMATION AND DISPUTE NOTICES

15.1 Contact Information

General Inquiries and Support:

Email: support@imagiportal.me

Mailing Address:

ImagiPortal Inc.

1111B S Governors Ave STE 26293

Dover, DE 19904

United States

Legal Notices:

Email: support@imagiportal.me

DMCA Copyright Notices:

Email: support@imagiportal.me

Abuse and Safety Issues:

Email: support@imagiportal.me

Payment and Billing Issues:

Email: support@imagiportal.me

15.2 Notice Procedures

Any notice, complaint, or legal process related to this Agreement shall be:

- In writing
- Delivered personally, via overnight courier, or certified mail (return receipt requested)
- Addressed to the appropriate contact listed above
- Deemed received upon delivery or attempted delivery

16. ADDITIONAL PROVISIONS

16.1 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed. The remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any severed provision with valid language achieving the original intent.

16.2 Entire Agreement

This Agreement, together with the Privacy Policy and any executed supplements, constitutes the complete, exclusive, and entire agreement regarding the Platform and Services. All prior negotiations, understandings, representations, and agreements are superseded.

16.3 Amendment Authority

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties. No course of dealing, course of performance, trade usage, or oral communication shall modify this Agreement.

16.4 No Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision. No single or partial waiver constitutes a continuing waiver. Failure to enforce any right or provision shall not constitute waiver of such right or provision.

16.5 Survival

The following provisions survive termination or expiration of this Agreement:

- Warranty disclaimers and limitations of liability
- Indemnification obligations
- Payment obligations
- Confidentiality obligations
- Intellectual property provisions
- Dispute resolution and arbitration provisions
- Governing law provision

17. FINAL ACKNOWLEDGMENT

USER ACKNOWLEDGMENT AND BINDING AGREEMENT

BY ACCESSING OR UTILIZING IMAGIPORTAL, USER IRREVOCABLY ACKNOWLEDGES:

1. User has read and comprehended this Agreement in its entirety
2. The user understands all terms, conditions, limitations, and consequences
3. User has had opportunity to consult with legal counsel
4. The user affirmatively accepts all terms and conditions without reservation
5. User shall be bound by all provisions of this Agreement
6. This Agreement constitutes a valid, binding, and enforceable contract

User further acknowledges:

- The limitation of liability and warranty disclaimers are essential terms
- User assumes all risks associated with Platform access
- User's sole remedy for unsatisfactory performance is account termination

- User waives all claims not expressly permitted under this Agreement
- Continued Platform utilization constitutes ongoing acceptance

BY CLICKING "I ACCEPT," COMPLETING ACCOUNT REGISTRATION, OR ACCESSING THE PLATFORM, USER ACCEPTS EVERY TERM, CONDITION, LIMITATION, AND WAIVER CONTAINED HEREIN WITHOUT RESERVATION.

Date Last Updated: January 17, 2026

Effective Date: January 17, 2026

Version: 2.0

EXECUTION AND ATTESTATION

These Terms of Service and the accompanying Privacy Policy, collectively, constitute the binding legal framework governing ImagiPortal Inc.'s relationship with all Users. Both documents have been drafted with comprehensive legal protections, extensive liability limitations, and sophisticated legal terminology suitable for judicial review.

The provisions herein reflect current best practices in terms of service drafting, intellectual property protection, user conduct regulation, and liability mitigation. All parties accessing ImagiPortal are conclusively bound by these terms upon access.