

## **TDR AI Services**

These Terms of Service ("Terms"), together with Three Day Rule Acquisition Group LLC's ("TDR") Privacy Policy and general Terms of Service, as may be updated from time to time at TDR's sole discretion (collectively, the "Agreement"), govern your access to and use of TDR's artificial intelligence and machine learning ("AI") features, specifically (i) our AI Matchmaker that suggests potential romantic matches, and (ii) our Date Coach that provides interactive dating guidance and feedback through text, voice, or audio (collectively, the "AI Services"). By using the AI Services, you acknowledge that you have read, understood, and expressly agreed to be bound by TDR's Privacy Policy and Terms of Service, and you further acknowledge, represent, warrant and agree to the following. You represent and warrant that you are of legal age and capacity to enter into these binding legal agreements, and that all information you provide to TDR is true, accurate, and complete:

### **1. Informational and Entertainment Purposes Only.**

The AI Services are provided "AS IS" and "AS AVAILABLE" for general informational, educational, and entertainment purposes only, without any guarantees regarding uptime, availability, or continued access. TDR PROVIDES NO SERVICE LEVEL COMMITMENTS OR WARRANTIES REGARDING THE AVAILABILITY, RELIABILITY, OR FUNCTIONALITY OF THE AI SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TDR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The AI Services do not constitute professional advice (including psychological, medical, legal, or relationship advice), and nothing in the AI Services creates any fiduciary, professional, or special relationship between you and TDR. You acknowledge that the AI Services may generate responses that are inaccurate, incomplete, or unsuitable for your circumstances. You should not rely on AI Services as a substitute for your own judgment, professional counseling, or the advice of qualified professionals. We make no representations or warranties about the suitability, reliability, availability, timeliness, security, or accuracy of the AI Services. You assume all risks associated with using the AI Services, including but not limited to any emotional, psychological, financial, reputational, or physical harm that may result directly or indirectly from your use of or reliance on the AI Services.

### **2. No Guarantees.**

While we strive to improve the accuracy and usefulness of the AI Services, we make no representation or warranty that the outputs will be error-free, accurate, reliable, complete, current, or achieve any particular result (including, without limitation, the success of any personal or romantic relationship). You expressly acknowledge that TDR has no obligation to verify, monitor, or update any AI-generated content or recommendations, and that results may vary significantly between users.

### **3. User Responsibility.**

You are solely responsible for your reliance on and use of any information, suggestions, or outputs provided by the AI Services, regardless of their source or accuracy. You agree to exercise independent judgment and assume all risks associated with any decisions, actions, or inactions you take based on the AI Services, including but not limited to any communications, relationships, or in-person interactions with other users. You expressly waive any claims against TDR arising from your use of or reliance on the AI Services.

#### **4. Content Monitoring.**

The AI Services may generate content based on your inputs. You agree not to input, generate, or request any unlawful, harmful, discriminatory, obscene, hateful, threatening, harassing, defamatory, fraudulent, or otherwise prohibited content. You acknowledge that TDR maintains sole and absolute discretion to determine what constitutes prohibited content and reserves the right to monitor, filter, modify, refuse, remove, or permanently delete any inputs or generated content without notice, liability, or obligation to you, and you hereby irrevocably waive any claims relating to such actions. TDR may suspend or terminate your access to the AI Services immediately and without prior notice or refund if you violate these terms or for any other reason at our sole discretion. You agree to indemnify, defend (at TDR's option and with counsel reasonably acceptable to TDR), and hold harmless TDR and its affiliates, officers, directors, employees, agents, licensors, and partners from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising from or related to: (i) your violation of these terms; (ii) your use of the AI Services; (iii) any actions taken by third parties using your account; (iv) any content you submit, post, or transmit through the AI Services; (v) your violation of any rights of another; and (vi) any disputes or issues between you and any third party. TDR reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you.

#### **5. Data Use.**

In order to provide and improve the AI Services, we may collect, process, and use your voice, audio, video, chat inputs, and any other data you provide while using the Services ("User Data"). You hereby grant us an exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable license to use, store, copy, modify, create derivative works from, distribute, perform, display, adapt, and process User Data for any purpose, including but not limited to training our AI models, improving our services, developing new features, analytics, and marketing purposes, subject to applicable data privacy laws and our Privacy Policy. You agree that TDR owns all right, title, and interest in and to any improvements, modifications, adaptations, or derivative works created using or incorporating your User Data. You represent and warrant that you have all necessary rights to grant us this license for any User Data you provide and that your User Data will not violate any third party rights or applicable laws. Such data will be handled in accordance with our Privacy Policy. By using the AI Services, you expressly consent to this collection, processing, and use. You acknowledge that User Data may persist in backups or archived copies even after deletion of your account.

## **6. Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TDR OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE AI SERVICES, INCLUDING ANY INTERACTIONS OR COMMUNICATIONS WITH OTHER USERS THAT RESULT FROM AI MATCHMAKING SUGGESTIONS OR COACHING OUTPUTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF TDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, ARISING FROM OR RELATING TO THE AI SERVICES. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL TDR'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, CLAIMS, OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE AI SERVICES IN THE TWELVE (12) MONTHS PRECEDING ANY CLAIM, OR \$100, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, TDR'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.