

TERMS OF SERVICE

Last Updated: May 23, 2025

INTRODUCTION

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", "your") and the owner and operator of Yok-AI ("Provider", "we", "us", "our") governing your access to and use of the Yok-AI software application ("Software", "Service").

By downloading, installing, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not access or use the Service.

1. ELIGIBILITY

1.1. You must be at least 18 years old to use this Service.

1.2. By using the Service, you represent and warrant that:

- You are at least 18 years of age
- You have the legal capacity to enter into this agreement
- Your use of the Service will not violate any applicable laws or regulations
- You will comply with these Terms

1.3. You are responsible for maintaining the security of your account credentials.

1.4. You are responsible for all activity that occurs under your account.

1.5. GEOGRAPHIC AND LEGAL RESTRICTIONS

- The Software may not be available or legal in all jurisdictions
- You represent that your use of the Software does not violate any applicable export controls, sanctions, or trade restrictions
- If the Software becomes prohibited in your jurisdiction after your initial use, you must immediately cease all use
- We reserve the right to restrict access from certain geographic locations without notice

2. LICENSE AND USAGE

2.1. Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Software for your personal or internal business purposes.

2.2. You may not:

- Sell, transfer, sublicense, or distribute the Software
- Modify, reverse-engineer, or create derivative works of the Software
- Use the Software for illegal activities or to violate the rights of others
- Attempt to bypass any technical limitations or security measures
- Use the Software to build a similar or competitive product

2.3. We reserve the right to modify, update, or discontinue the Software at any time.

3. THIRD-PARTY SERVICES

3.1. The Software may use third-party services to provide core functionality.

3.2. We are not responsible for third-party services and make no warranties regarding their availability, performance, or security.

3.3. Your use of the Software is subject to any applicable third-party terms of service.

3.4. You acknowledge that continued functionality of the Software depends on third-party services beyond our control.

4. PROHIBITED USES

4.1. You agree to use the Software only for legitimate purposes.

4.2. Prohibited uses include but are not limited to:

- Any illegal activities
- Unauthorized surveillance or monitoring
- Harassment or intimidation
- Unauthorized access to systems or networks
- Distribution of harmful content
- Infringement of intellectual property rights
- Violation of privacy rights
- Academic dishonesty

4.3. We reserve the right to terminate your access to the Service immediately for any violations of these Terms.

4.4. JURISDICTIONAL COMPLIANCE AND HIGH-RISK ACTIVITIES

- You are solely responsible for determining whether your use of the Software is permitted in your jurisdiction and must immediately discontinue use if prohibited by local law
- The Software is not intended for use in high-risk activities or critical applications where failure could result in death, personal injury, property damage, or significant financial loss
- You may not use the Software if you are located in, or are a citizen or resident of, any country subject to international sanctions or trade restrictions
- The Software must not be used as a substitute for professional advice (legal, medical, financial, or otherwise)
- You acknowledge that AI-generated content may contain inaccuracies, biases, or inappropriate material and agree to independently verify all outputs before taking any action

5. PAYMENT TERMS

5.1. Access to the Software requires payment of applicable fees as specified on our website.

5.2. All payments are processed through our authorized payment processor.

5.3. We reserve the right to change our prices at any time.

5.4. The Software may require periodic license validation.

5.5. Refunds are subject to our Refund Policy.

6. INTELLECTUAL PROPERTY

6.1. The Software, including all components, processes, and materials, is owned by us and protected by intellectual property laws.

6.2. You receive no ownership rights in the Software beyond the limited license granted herein.

6.3. Any feedback you provide regarding the Software may be used by us without restriction or compensation.

6.4. RESTRICTED JURISDICTIONS

- We may restrict or deny service to users in certain jurisdictions due to legal, regulatory, or technical constraints
- Users in sanctioned or restricted territories may be unable to access the Service
- We reserve the right to suspend accounts or restrict functionality based on geographic location

7. PRIVACY AND DATA

7.1. Our Privacy Policy explains how we collect and use information.

7.2. By using the Service, you agree to our collection and use of information as described in our Privacy Policy.

7.3. You retain ownership of your content processed through the Software but grant us necessary rights to provide the Service.

7.4. You represent that you have all necessary rights to any content you submit.

8. DISCLAIMERS AND WARRANTIES

8.1. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.

8.2. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.3. WE DO NOT WARRANT THAT:

- THE SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE
- ERRORS WILL BE CORRECTED
- THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- THE RESULTS WILL MEET YOUR REQUIREMENTS
- THE INFORMATION PROVIDED WILL BE ACCURATE OR RELIABLE

8.4. YOU EXPRESSLY ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER AI-GENERATED CONTENT AND TAKE NO RESPONSIBILITY FOR SUCH OUTPUT OR ANY CONSEQUENCES RESULTING FROM ITS USE.

8.5. YOU USE THE SOFTWARE AT YOUR SOLE RISK.

8.6. AI-SPECIFIC DISCLAIMERS

- WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF AI-GENERATED CONTENT
- AI OUTPUTS MAY CONTAIN ERRORS, BIASES, OUTDATED INFORMATION, OR INAPPROPRIATE CONTENT
- YOU ACKNOWLEDGE THAT AI-GENERATED CONTENT IS NOT A SUBSTITUTE FOR HUMAN JUDGMENT OR PROFESSIONAL EXPERTISE
- WE DISCLAIM ALL LIABILITY FOR DECISIONS MADE BASED ON AI-GENERATED CONTENT
- YOU USE ALL AI OUTPUTS AT YOUR SOLE RISK AND MUST INDEPENDENTLY VERIFY INFORMATION BEFORE RELYING ON IT

9. LIMITATION OF LIABILITY

9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.

9.2. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF:

- THE AMOUNT PAID BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR
- ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00)

9.3. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

9.4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. INDEMNIFICATION

10.1. You agree to defend, indemnify, and hold us harmless from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms or your use of the Service.

11. DISPUTE RESOLUTION

11.1. These Terms shall be governed by and construed in accordance with applicable laws, without regard to conflict of law principles.

11.2. Any dispute arising out of these Terms shall first be attempted to be resolved through good-faith negotiation between the parties.

11.3. If negotiation fails, any dispute shall be resolved through arbitration administered by the International Chamber of Commerce (ICC) in accordance with its arbitration rules.

11.4. The arbitration shall be conducted in the English language by a single arbitrator appointed in accordance with the ICC rules.

11.5. The arbitration shall take place online or at a neutral location agreed upon by both parties.

11.6. You are responsible for compliance with all local laws applicable to your use of the Service.

12. CHANGES TO TERMS

12.1. We reserve the right to modify these Terms at any time.

12.2. Continued use of the Service after changes constitutes acceptance of the revised Terms.

13. SEVERABILITY AND COMPLETE AGREEMENT

13.1. If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect.

13.2. These Terms constitute the entire agreement between you and us regarding the Service.

14. CONTACT INFORMATION

For questions about these Terms, please contact us at: support@yok-ai.com

By using Yok-AI, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

15. HIGH-RISK USE PROHIBITION AND ADDITIONAL DISCLAIMERS

15.1. The Software is expressly NOT designed, intended, or authorized for use in any application where failure could lead to death, personal injury, or severe physical or property damage, including but not limited to:

- Life support systems or medical devices
- Nuclear facilities or hazardous material handling
- Aircraft navigation or control systems
- Military or defense applications
- Emergency response systems
- Financial trading or investment decisions without human oversight

15.2. PROFESSIONAL ADVICE DISCLAIMER: The Software does not provide professional advice of any kind. Any information generated should not be considered as legal, medical, financial, tax, or other professional advice. Always consult qualified professionals for matters requiring specialized expertise.

15.3. VERIFICATION REQUIREMENT: You acknowledge that all AI-generated content requires independent verification and that you assume full responsibility for any actions taken based on such content.

15.4. EXPORT CONTROL COMPLIANCE: You represent that you are not located in, and will not use the Software from, any country subject to international sanctions, and that you are not on any government restricted party lists.