

Hikaia — Terms of Service

Effective Date: June 1, 2026 Version: 1.0

1. Acceptance of Terms

These Terms of Service ("Terms") form a binding agreement between Hikaia, Inc. ("Hikaia," "we," "us," "our") and the individual or entity that accesses or uses the Hikaia platform, website, applications, APIs, and related services (collectively, the "Service") (such individual or entity, the "Customer," "you," or "your"). By clicking "I agree," creating an account, or using the Service in any way, you accept these Terms. If you are entering into these Terms on behalf of an organization, you represent that you are authorized to bind that organization, and "Customer" refers to that organization.

If you do not agree to these Terms, do not use the Service.

2. Definitions

"Account" — the Customer's registered access to the Service.

"Customer Materials" — briefs, prompts, uploaded files, brand assets, and other inputs supplied by Customer to the Service.

"Marketing Output" or "Output" — material generated by the Service from Customer Materials, including social posts, images, videos, carousels, campaign drafts, and analytics.

"Customer Data" — personal information and other structured information Customer makes available through the Service, including account information, connected-platform metadata, and OAuth access and refresh tokens.

"Aggregate Data" — information derived from use of the Service that does not identify Customer or any individual and cannot reasonably be re-identified.

"Third-Party Platforms" — external platforms Hikaia integrates with, including social networks (LinkedIn, Facebook, Instagram, X, Medium), scheduling tools, analytics platforms, and CRMs.

"AI Systems" — the software, orchestration logic, rules, personalization systems, and third-party AI models Hikaia uses to power the Service.

3. Account and Access

Customer must provide accurate registration information and keep it current. Customer is responsible for all activity under its Account and must maintain the confidentiality of Account credentials. Hikaia may suspend or terminate any Account that violates these Terms, is used to abuse the Service, or that Hikaia reasonably believes has been compromised.

The Service is not intended for individuals under the age of 16. If Hikaia becomes aware that an underage user has created an Account, that Account will be closed.

4. Subscription, Fees, and Billing

The Service is offered on a subscription basis. Fees, billing cycles, and included usage are described in the applicable Order Form, plan page, or written agreement. Fees are non-refundable except where required by law or explicitly stated in a written agreement. Hikaia may change pricing on renewal with reasonable prior notice.

Late payments accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Hikaia may suspend the Service for accounts more than 30 days past due.

Auto-renewal reminders. For any subscription that renews automatically, Hikaia will send Customer an email reminder to the billing contact on file at least thirty (30) days before the renewal charge is processed. The reminder will state the upcoming renewal date, the amount that will be charged, and the self-service link to manage or cancel the subscription. Customer's continued use of the Service past the renewal date after receiving the reminder constitutes consent to the renewal charge.

Cancellation parity. Customer may cancel a subscription at any time through the same self-service means used to sign up. The cancellation process will not require more steps, more information, or more approvals than the signup process. If Customer signed up online, Customer may cancel online; Customer is not required to call, email, or negotiate to cancel.

5. Acceptable Use

Customer will not, and will not permit any third party to:

Use the Service to generate, distribute, or amplify content that is illegal, defamatory, harassing, discriminatory, deceptive, or violates the intellectual property or privacy rights of others.

Use the Service to generate impersonations of real individuals or organizations without their authorization.

Reverse-engineer, decompile, scrape, or attempt to extract the underlying source code, models, or training data of the Service.

Use the Service to build a competing product or benchmark it for a competing product.

Circumvent rate limits, access controls, or quota systems.

Publish Marketing Outputs to Third-Party Platforms in violation of those platforms' terms of service.

Use the Service to make claims about products or services that are false, misleading, or that Customer does not have the right to make (including regulated claims in healthcare, financial services, or legal services).

Hikaia may investigate suspected violations, suspend Accounts, and take any remedial action it reasonably deems appropriate.

5A. AI Safety and Content Guardrails

The Service and the third-party AI providers used by Hikaia may apply automated safety systems, filters, and content restrictions designed to detect or restrict certain categories of content. These systems are controlled principally by underlying third-party AI providers, are not infallible, and may over-block or under-block content in edge cases. Hikaia does not warrant that all prohibited or harmful content will be detected. Customer is solely responsible for its own use of the Service and for reviewing Marketing Outputs before publication. The presence of automated safety systems does not make the Service a substitute for professional mental-health, medical, legal, or financial advice. Customer will not attempt to circumvent, disable, or defeat automated safety systems.

5B. Restricted Data

Unless expressly authorized in an Order Form or separate written agreement identifying an approved configuration, Customer will not submit to the Service: (a) Protected Health Information subject to HIPAA, (b) payment-card information subject to PCI DSS, (c) Social Security numbers or equivalent government identifiers, (d) biometric identifiers, (e) highly sensitive medical information including patient-specific scenarios, medical images, diagnoses, or clinical outcomes, or (f) other categories of regulated data designated by Hikaia from time to time. Customer explicitly acknowledges that Hikaia is not a Business Associate under HIPAA, the Service is not HIPAA-compliant, and the Service is not designed to securely process the categories of data listed above. Customer is solely responsible for removing or de-identifying such information before submission.

5C. Customer Approval and Publishing Authorization

Hikaia will not intentionally publish a Marketing Output to a Customer-connected Third-Party Platform unless an Authorized Administrator of Customer has approved the applicable publication action through the Service, except where Customer has expressly instructed or authorized Hikaia in writing to take such action on Customer's behalf. "Authorized Administrator" means any individual whom Customer has granted administrative or approval authority within the Account. Hikaia may rely on instructions and approvals submitted through an Account by an Authorized Administrator and has no obligation to independently verify Customer's internal authorization procedures. Where the Service provides a mechanism to publish notwithstanding a brand-guard warning or other automated check (for example, an "Override and Publish" or equivalent control), any use of that mechanism by an Authorized Administrator constitutes Customer's affirmative direction to publish and falls squarely within the Customer indemnification obligations in Section 15.

6. Customer Materials and Ownership

As between the parties, Customer retains all right, title, and interest in and to Customer Materials, subject to the licenses granted in these Terms. Customer represents that it has all rights necessary to submit Customer Materials to the Service and to authorize Hikaia to process, transform, publish, and use them as described here.

License to Hikaia. Customer grants Hikaia a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, modify, transmit, publicly display, and create derivative works from Customer Materials solely as reasonably necessary to (a) operate and provide the Service, (b) publish Marketing Outputs on Customer's authorized Third-Party Platform accounts, (c) exercise the marketing and AI-training rights described in Sections 7 and 8 of these Terms, and (d) comply with law.

Deletion of Customer Materials. Customer may delete Customer Materials at any time through the in-product controls. Deleted Customer Materials are removed from active systems within thirty (30) days and from backups within ninety (90) days, except (a) copies retained as required by law, (b) references in log files that expire on their normal retention schedule, and (c) transformed, de-identified, or aggregated derivatives used to train AI Systems or produce Aggregate Data, which are not reversible and are retained as described in Section 8. On termination of Customer's subscription, Hikaia will make Customer Materials available for export for thirty (30) days, after which they will be deleted in accordance with this paragraph.

Marketing Outputs. Subject to Customer's continued compliance with these Terms and payment of applicable fees, Hikaia assigns to Customer ownership of the Marketing Outputs generated for Customer through the Service, subject to (i) Hikaia's retained rights described in these Terms, (ii) any third-party rights in underlying models or components, and (iii) the reality that AI-generated outputs may resemble outputs generated for other customers and are not guaranteed to be unique.

7. Marketing Rights (Customer Name and Logo)

7.1 During the Term. During the term of these Terms, Hikaia may identify Customer by name and logo in ordinary customer lists and in standard sales and investor presentations, subject to Customer's opt-out below. Any use of Customer's name, logo, or trademarks in identifiable case studies, testimonials, quoted results, or press releases requires Customer's prior written approval (which shall not be unreasonably withheld).

7.2 After Termination. After termination of these Terms, Hikaia will make no new use of Customer's name, logo, or trademarks. Hikaia is not required to recall, withdraw, or reprint materials that were prepared or distributed before termination.

7.3 Aggregate Data. Hikaia may publish aggregate or anonymized case studies, benchmarks, and reports describing outcomes across Hikaia's customer base without identifying Customer specifically, at any time and without further consent. Aggregate Data remains Hikaia's property.

7.4 Opt-out. Customer may opt out of use under Section 7.1 at any time by either (a) toggling "Do not use my company in Hikaia marketing" in Customer's Account settings, or (b) sending written notice to support@hikaia.ai. Opt-out takes effect for new materials within thirty (30) days of receipt. Hikaia is not required to withdraw or reprint materials produced or distributed before the opt-out takes effect.

7.5 Preservation of confidentiality. Nothing in this Section 7 permits Hikaia to disclose Customer's Confidential Information, specific campaigns, strategic plans, financial results, proprietary content, or the substance of Marketing Outputs generated for Customer, without Customer's prior written consent.

7.6 Brief Customer-Signing Announcements. Notwithstanding the approval requirement in Section 7.1 for identifiable case studies, testimonials, quoted results, and press releases, Hikaia may issue a brief public announcement stating the fact that Customer has become a Hikaia customer (including Customer's name and logo), provided the announcement does not include quoted results, financial figures, testimonials, or specific claims about Customer's outcomes. Customer may object in writing to any such announcement prior to publication by contacting Hikaia at support@hikaia.ai; upon such objection, Hikaia will not publish the announcement or will remove it if already published.

8. AI Training, Learning, and Service Improvement

Hikaia's rights to use data submitted to or generated by the Service are structured as follows, and the more restrictive right applies where categories overlap:

8.1 Operational Processing. Hikaia may process Customer Materials, Marketing Outputs, and interaction data as reasonably necessary to (a) operate and provide the Service to Customer, (b) publish Marketing Outputs on Customer's authorized Third-Party Platform accounts, (c) monitor for abuse and security incidents, (d) troubleshoot and support the Customer's use, and (e) comply with law. This is a service-provider processing activity performed on Customer's instructions.

8.2 Tenant-Specific Personalization. Hikaia may use Customer's feedback, revisions, and editorial signals to improve the drafts, brand voice, and outputs generated for that specific Customer's Account (for example, per-tenant editorial memory). Feedback signals collected under this Section are used within the scope of the originating Customer's Account and are not used to train cross-customer AI models except as authorized under Section 8.4 below.

8.3 Aggregate Data. Hikaia may create, use, publish, and retain Aggregate Data indefinitely, for any purpose including analytics, benchmarking, product improvement, industry reports, and product development, and Aggregate Data is Hikaia's exclusive property. Aggregate Data does not identify Customer or any individual and cannot reasonably be re-identified.

8.4 Generalized Model Training.

(a) Paid subscriptions — opt-in required. For subscriptions under a paid plan or an Enterprise agreement, Hikaia will not use Customer's private, unpublished Customer Materials or Marketing Outputs to train generalized or cross-customer AI models except where Customer has expressly opted in through the Order Form, a written amendment, or an Account setting designed for this purpose. "Generalized model training" means training or fine-tuning that produces model weights, prompts, embeddings, or other artifacts intended for use with customers other than the originating Customer.

(b) Free-tier and community subscriptions — opt-in via signup. As part of the exchange for a free-of-charge or community-tier subscription, Customer using such a subscription acknowledges and agrees that private, unpublished Customer Materials and Marketing Outputs produced under that subscription may be used by Hikaia for generalized model training as described in Section 8.4(a). Customers who

prefer opt-in-by-negotiation for generalized model training should choose a paid or Enterprise subscription. This paragraph applies only to subscriptions where no fees are payable to Hikaia; upon upgrade to a paid subscription, Section 8.4(a) governs prospectively.

8.5 Public Content. Marketing Outputs that Hikaia publishes on Customer's authorized Third-Party Platform accounts, or that Customer causes to be published publicly, are public content. Hikaia may analyze the public content and its public performance signals (public engagement, public reach) without restriction, including for training AI Systems and producing industry benchmarks, and this activity is not subject to the Section 8.4 opt-in requirement because the content is public.

8.6 Third-Party Platform Interactions. When the Service interacts with Third-Party Platforms on Customer's behalf, Hikaia may collect and use the resulting metadata — timing, engagement, delivery outcomes, error signals — to optimize the Service. Where such metadata reveals individual end-user identifiers, that identifier data is treated as Customer Data under Section 8.1 and not used under Section 8.4 without opt-in.

8.7 Model Weights and Derived Learnings. Where Hikaia lawfully uses data under this Section 8, the resulting model weights, personalization files, prompts, embeddings, and derived learnings are Hikaia's exclusive property and survive termination of these Terms.

9. Confidentiality

"Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient") that is marked confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes the substance of Customer Materials that have not been publicly published, Customer's business plans, strategies, financial information, and personnel information.

Each party will (a) use the other's Confidential Information only to exercise its rights and perform its obligations under these Terms, (b) protect the other's Confidential Information using no less than a reasonable standard of care, and (c) not disclose the other's Confidential Information to any third party except to its own personnel, contractors, and service providers who need to know and are bound by confidentiality obligations at least as protective as those in this Section 9.

Confidential Information does not include information that (i) is or becomes publicly known through no fault of Recipient, (ii) was rightfully known to Recipient without confidentiality obligations before disclosure, (iii) is rightfully received from a third party without confidentiality obligations, or (iv) is independently developed without reference to Discloser's Confidential Information.

Nothing in this Section 9 limits Hikaia's rights under Sections 7 and 8 to reference Customer as a customer or to use Customer Materials, Marketing Outputs, and interaction data as described there.

10. Intellectual Property

Hikaia IP. The Service, the AI Systems, the underlying software, algorithms, model weights, training data (excluding Customer Materials in their original form), documentation, and all improvements to any of the foregoing are and will remain the exclusive property of Hikaia. No rights are granted to Customer other than the limited right to use the Service in accordance with these Terms.

Customer IP. Customer's brand assets, marks, and Customer Materials in their original form remain the property of Customer, subject to the licenses granted in Sections 6, 7, and 8.

Feedback. If Customer provides Hikaia with feedback, suggestions, or ideas about the Service, Customer grants Hikaia a perpetual, irrevocable, worldwide, royalty-free, fully-paid, sublicensable license to use that feedback for any purpose without obligation or attribution.

10.5 No Guarantee of Copyrightability, Uniqueness, or Non-Infringement. Customer acknowledges that under current U.S. and international intellectual property law, purely AI-generated outputs may not be eligible for copyright protection, and Hikaia makes no representation or warranty that Marketing Outputs will be unique or that they will not infringe third-party rights. To the extent Hikaia has transferable rights in Outputs, Hikaia assigns those rights to Customer as described in Section 6, but Hikaia cannot assign rights it does not hold and cannot guarantee ownership of third-party or public-domain elements incorporated into Outputs.

11. Privacy and Data Protection

Hikaia's collection, use, and disclosure of personal information is governed by the Hikaia Privacy Policy, available at hikaia.ai/privacy. To the extent Customer submits personal information as part of Customer Materials, Customer is the data controller and Hikaia is the data processor, and the parties will execute a Data Processing Addendum on request from Customers subject to GDPR, CCPA, or similar frameworks.

Customer represents that it has obtained all consents and provided all notices required to allow Hikaia to process personal information contained in Customer Materials as described in these Terms.

11A. Data Storage and Security

Hikaia maintains commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Service and the information processed. Specific security measures applicable to an Enterprise subscription, if any, will be described in the applicable Order Form, Data Processing Addendum, or Security Exhibit. No method of electronic transmission or storage is completely secure, and Hikaia does not guarantee absolute security. Hikaia will notify Customer of any confirmed security incident affecting Customer Data in accordance with applicable law.

11B. AI Transparency and Content Provenance

Customer acknowledges that the Service generates AI Outputs. Where required by applicable law (including without limitation Article 50 of the EU AI Act as it applies from August 2, 2026), Customer will (a) preserve any provenance markings, watermarks, or machine-readable indicators that Hikaia includes with Marketing Outputs, (b) make disclosures required of deployers of AI systems, including where an interaction is with an AI system and where public-interest content constitutes a deepfake or other synthetic content, and (c) obtain any consents required from the individuals whose likeness, voice, or personal data is used in generating an Output. Customer is solely responsible for its own compliance with AI-transparency laws applicable to its use of the Service.

12. Third-Party Platforms

12.1 Publishing on Customer's Behalf. Where technically feasible, Hikaia publishes Marketing Outputs to Third-Party Platforms using those platforms' official interfaces. In all cases, Customer authorizes Hikaia to act as Customer's agent for the purpose of publishing approved Marketing Outputs to Customer's connected accounts, using such technical methods as Hikaia determines appropriate from time to time. Customer is solely responsible for ensuring that its use of Third-Party Platforms through the Service complies with the applicable Third-Party Platform's terms of service and any other agreements Customer has with those platforms.

12.2 Platform Policies and Customer Acknowledgment. Customer acknowledges that Third-Party Platforms update their policies from time to time and may restrict certain forms of access or publishing. By connecting a Third-Party Platform account to the Service and authorizing Hikaia to publish on Customer's behalf, Customer accepts the inherent risks associated with such publishing, including potential requirements to re-authenticate or occasional account restrictions imposed by the Third-Party Platform. CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH PUBLISHING THROUGH THIRD-PARTY PLATFORMS AND AGREES THAT HIKAIA SHALL HAVE NO LIABILITY FOR ANY PLATFORM-INITIATED ACCOUNT PENALTIES, SUSPENSIONS, RESTRICTIONS, OR LOSS OF REVENUE RESULTING FROM CUSTOMER'S USE OF THE SERVICE TO PUBLISH TO THIRD-PARTY PLATFORMS.

12.3 Third-Party Platform Availability. Hikaia is not responsible for changes to Third-Party Platform APIs, policies, availability, or performance. If a Third-Party Platform restricts, suspends, or changes its integration with Hikaia, Hikaia may modify, suspend, or discontinue the corresponding Service functionality without liability.

13. Warranties and Disclaimers

Hikaia represents that it will provide the Service with reasonable skill and care.

AI outputs are probabilistic. Marketing Outputs are generated by AI Systems and may contain errors, inaccuracies, or content that requires editorial review before publication. Customer is solely responsible for reviewing Marketing Outputs before publishing them and for ensuring compliance with applicable laws, regulations, and Third-Party Platform policies, including regulated-industry rules (healthcare, financial services, legal services).

"AS-IS" disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." HIKAIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY OF AI OUTPUTS. HIKAIA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT MARKETING OUTPUTS WILL BE UNIQUE, ACCURATE, OR NON-INFRINGEMENT.

Third-Party Service Dependencies. The Service relies on a pipeline of underlying third-party AI models, third-party APIs, and proprietary rendering interfaces. Because these third-party systems are outside of Hikaia's direct control, they may be subject to sudden changes, rate limits, quotas, or connectivity blocks. Hikaia is not liable for Service interruptions, delays in rendering Marketing Outputs, or temporary feature degradation caused by changes made by underlying AI providers or Third-Party Platforms.

Factual, Regulatory, and Copyright Disclaimers. HIKAIA DOES NOT WARRANT THAT MARKETING OUTPUTS WILL BE FACTUALLY ACCURATE OR THAT THEY WILL COMPLY WITH INDUSTRY-SPECIFIC REGULATIONS INCLUDING BUT NOT LIMITED TO FDA, FTC, STATE MEDICAL BOARD, HIPAA, PCI, OR FINANCIAL SERVICES ADVERTISING RULES. CUSTOMER IS SOLELY RESPONSIBLE FOR LEGAL, MEDICAL, FINANCIAL, AND INDUSTRY-COMPLIANCE REVIEW OF ALL MARKETING OUTPUTS BEFORE PUBLICATION. Customer further acknowledges that under current U.S. and international intellectual property law, purely AI-generated outputs may not be eligible for copyright protection.

14. Limitation of Liability

14.1 Consequential-Damages Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Hikaia's Aggregate Cap. Hikaia's total aggregate liability arising out of or related to these Terms, whether in contract, tort, or otherwise, will not exceed the fees Customer paid to Hikaia in the twelve (12) months before the event giving rise to liability.

14.3 Customer's Uncapped Obligations. The limitations in Section 14.2 do not apply to Customer's (a) payment obligations under these Terms, (b) indemnification obligations under Section 15, (c) breach of Sections 5 (Acceptable Use), 5B (Restricted Data), 8 (AI Training scope), 9 (Confidentiality), or 10 (Intellectual Property), (d) misuse of the Service, or (e) fraud, gross negligence, or willful misconduct.

15. Indemnification

By Customer. Customer will defend, indemnify, and hold harmless Hikaia and its affiliates, officers, directors, employees, and agents, and the Hikaia Protected Parties (as defined in Section 16), from any third-party claim, regulatory investigation, fine, or penalty arising out of or related to (a) Customer Materials, (b) Customer's unauthorized upload of Protected Health Information (PHI), PCI data, or other highly regulated data in violation of Section 5B, (c) Customer's use of the Service in violation of these Terms or applicable law, (d) Customer's authorization or publication of Marketing Outputs, (e) Customer's use of browser-assisted connections and any resulting Third-Party Platform penalties, (f) Customer's breach of its representations in these Terms, or (g) any use of an "Override and Publish" or equivalent control by an Authorized Administrator of Customer.

By Hikaia. Hikaia will defend Customer against any third-party claim that Hikaia-owned software or technology comprising the Service, as delivered by Hikaia and as permitted by these Terms, infringes a valid intellectual property right of the third party, and will pay damages finally awarded or settlement amounts approved by Hikaia. Hikaia's obligations under this paragraph do not apply to claims arising from: (i) Customer Materials or Customer Data; (ii) any Marketing Output or AI-generated content produced by the Service; (iii) third-party AI models, third-party APIs, third-party platform services, or stock or media assets supplied by third parties; (iv) modifications to the Service not made by Hikaia; (v) combination of the Service with anything not provided by Hikaia; (vi) Customer's trademarks, brand assets, or instructions; or (vii) use of the Service contrary to documentation, Hikaia warnings, or these Terms.

Exclusive Remedies. If Hikaia reasonably believes that the Service, or any component thereof, infringes third-party rights or a claim under this paragraph is asserted, Hikaia may in its sole discretion and at its expense (a) modify the Service to make it non-infringing, (b) replace the Service or the affected component with a substantially equivalent non-infringing alternative, (c) obtain rights for Customer to continue using the Service, or (d) terminate Customer's affected subscription and refund a pro-rata portion of any prepaid unused fees. This paragraph states Hikaia's sole and exclusive obligations and Customer's sole and exclusive remedies for any third-party IP infringement claim relating to the Service.

Procedure. The party seeking indemnification will promptly notify the other, allow the indemnifying party to control the defense and settlement, and cooperate reasonably.

16. No Personal Recourse; Hikaia Protected Parties

All obligations and liabilities arising out of or relating to the Service or these Terms are obligations and liabilities solely of Hikaia, Inc.

To the fullest extent permitted by applicable law, no past, present, or future shareholder, member, founder, investor, director, manager, officer, employee, contractor, agent, representative, affiliate, successor, or assign of Hikaia (collectively, the "Hikaia Protected Parties") will have personal liability to Customer arising from or relating to the Service or these Terms solely by reason of such person's relationship with Hikaia. The Hikaia Protected Parties are intended third-party beneficiaries of the warranty disclaimers, releases, limitations of liability, and Customer indemnification obligations contained in these Terms, and may enforce those provisions in their own names. Customer's indemnification obligations in Section 15 also run to the benefit of the Hikaia Protected Parties. Nothing in this Section 16 limits liability that applicable law imposes personally for a person's own fraud or intentional wrongdoing.

17. Term and Termination

These Terms remain in effect for the duration of Customer's subscription. Either party may terminate for material breach if the breach is not cured within thirty (30) days of written notice. Hikaia may suspend or terminate immediately for non-payment, breach of Section 5 (Acceptable Use), 5B (Restricted Data), or where continued Service creates legal or reputational risk to Hikaia.

Effect of termination. On termination, Customer's access to the Service ends. Hikaia will make Customer Materials available for export for thirty (30) days after termination, after which Hikaia may delete Customer Materials in accordance with its data retention practices. The rights granted to Hikaia under Section 8 (AI Training) survive termination, as do trained model weights and derived learnings.

Sections 6 (Customer Materials ownership provisions), 8 (AI training), 9 (Confidentiality), 10 (IP), 13 (Disclaimers), 14 (Liability), 15 (Indemnification), 16 (No Personal Recourse), 18 (Governing Law), and 19 (Miscellaneous) survive termination.

18. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Florida, excluding its conflict-of-laws rules. Any dispute arising out of or related to these Terms will be resolved exclusively in the state or federal courts located in Broward County, Florida, and the parties consent to the personal jurisdiction of those courts.

The parties will attempt in good faith to resolve any dispute through direct discussion between senior representatives for thirty (30) days before initiating formal proceedings. This clause does not restrict either party from seeking equitable relief for actual or threatened breach of intellectual property or confidentiality obligations.

19. Miscellaneous

Changes to Terms. Hikaia may update these Terms from time to time. Material changes will be communicated by email or in-product notice at least thirty (30) days before taking effect. Continued use of the Service after the effective date of a change constitutes acceptance of the updated Terms.

Assignment. Customer may not assign these Terms without Hikaia's prior written consent, except to a successor in a merger, acquisition, or sale of substantially all assets. Hikaia may assign these Terms without consent.

Force Majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorism, riots, government action, labor disputes, internet or utility outages, or Third-Party Platform failures.

Entire Agreement. These Terms, together with any Order Form and referenced policies (Privacy Policy, Data Processing Addendum, Acceptable Use Policy), constitute the entire agreement between the parties on the subject matter and supersede all prior agreements.

Severability. If any provision is held unenforceable, the remaining provisions remain in effect and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving intent.

No waiver. A party's failure to enforce any provision is not a waiver of its right to do so later.

Notices. Notices to Hikaia must be sent to support@hikaia.ai. Notices to Customer will be sent to the email address on file for the Account.

Independent contractors. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

Publicity. Beyond the marketing rights granted in Section 7, neither party will issue a press release about the other without prior written consent.

Contact

Hikaia, Inc.
support@hikaia.ai
hikaia.ai

End of Terms