

## WeCanCloneYou.com – Terms of Service

**Effective Date: 13 May 2025 (Last updated 13 May 2025)**

These Terms of Service (the “**Terms**”) govern your access to and use of the applicationprogramming interfaces, software, tools, data, documentation, website, mobile applications, and any related products or services (collectively, the “**Services**”) offered by **We Can Clone You Inc.** (operating the WeCanCloneYou.com platform) and **Awakening Software Ltd.** (together, “**we**,” “**us**,” or “**our**”). We Can Clone You Inc. is an Ontario corporation with offices at **206 King St, Sturgeon Falls, Ontario, P2B 1S2, Canada**. Awakening Software Ltd. is an Ontario corporation and the technology provider powering the Services.

By accessing or using any part of the Services, you (a) confirm you are at least 18 years old and have capacity to enter a binding contract, (b) acknowledge you have read, understood, and agreed to these Terms and to our Privacy Policy, and (c) accept all applicable laws and regulations.

If you access or use the Services on behalf of an organization, you represent that you have authority to bind that organization; in that case, “**you**” and “**your**” refer to both you and the organization.

### 1. Definitions

<b>Term</b>	<b>Meaning</b>
<b>Client / User / you / your</b>	The individual or legal entity that accesses or uses the Services.
<b>We / us / our</b>	We Can Clone You Inc. (platform operator) and Awakening Software Ltd. (technology provider).
<b>Representatives</b>	Our directors, officers, employees, affiliates, advisors, agents, suppliers, and contractors.
<b>Party / Parties</b>	You and we, collectively or individually.
<b>User Input</b>	Any information, prompts, data, text, images, audio, video, or other material you upload, submit, or otherwise make available to the Services.
<b>User Output</b>	Content that the Services generate in response to your User Input.

<b>Your Content</b>	User Input, User Output, and any other material you submit or make available through the Services.
<b>Confidential Information</b>	Nonpublic, proprietary information of a Party that is marked or reasonably should be understood to be confidential.

## 2. Privacy and Data Processing

1. **Privacy Policy.** Our Privacy Policy explains how we collect, use, disclose, and protect personal information. By using the Services, you consent to our processing of personal information as described.

**Personal Data Processing.** Where you submit personal information (including personally identifiable information, “**PII**”) in User Input, you represent that you have obtained all necessary consents and authority. We may use User Input (including PII) to provide and improve the Services **and to train or finetune our AI models**. When training generalized models, we will either (a) anonymize or aggregate the data so that individuals are not identifiable, or (b) strip PII before use. Where you provide personal information of third parties (e.g., client data) through the Services, you represent that you have all necessary consents and authority to do so and you authorize Awakening Software to process that data for the purposes of providing and improving the Services and our underlying AI models.

2.

## 3. Licence to the Services

1. **Grant.** Subject to these Terms, we grant you a limited, nonexclusive, nontransferable, revocable licence to access and use the Services for your internal business or personal purposes.
2. **Reservation of Rights.** We retain all right, title, and interest in and to the Services, the underlying AI models, algorithms, and software (collectively, the “**Platform IP**”). No rights are granted except as expressly stated.
3. **Account Security.** You are responsible for all activity under your account. Keep credentials secure and notify **info@awakening.software** of any unauthorized use.
4. **Prohibited Conduct.** You must **not**: a. copy, modify, reverse engineer, disassemble, or create derivative works of the Platform IP; b. use the Services to generate content that is illegal, hateful, harassing, discriminatory, or that promotes violence or wrongdoing; c. generate or disseminate misinformation or

disinformation; d. exploit minors or create content that could harm minors; e. attempt to discover, scrape, or extract the underlying algorithms or weights of the AI models; f. use the Services or User Output to train, develop, or improve competing AI models without our express written consent; g. violate any applicable law or regulation.

#### 4. Your Content

1. **Ownership.** You own all rights in your User Input. Subject to Section 4.3, you also own the copyright (if any) in your specific User Output. **However, you acknowledge that (i) User Output is generated algorithmically and may be identical or similar to content generated for other users, and (ii) you have no proprietary claim to the underlying AI methods or to exclusivity of the output.**
2. **Licence to Awakening Software.** You grant WeCanCloneYou.com and Awakening Software a worldwide, royaltyfree, transferable, sublicensable, irrevocable licence to host, copy, process, transmit, display, and store Your Content (a) to provide, operate, maintain, and improve the Services; (b) to develop and enhance our AI models; and (c) as otherwise permitted in our Privacy Policy.
3. **Responsibility.** You represent and warrant that Your Content (and our use of it) will not violate any law or the rights of any third party. You acknowledge that, due to the probabilistic nature of generative AI, User Output may not be unique and other users may receive similar output.
4. **Restrictions on User Output.** You may use, reproduce, and modify your User Output for any lawful purpose, subject to these Terms. **You may not claim that User Output was entirely humangenerated** and must provide appropriate disclosure where required by law.
5. **No Rights to Platform IP.** Your use of the Services does **not** grant you any ownership rights in the AI models, training data (other than your own User Input), or related intellectual property.
6. **Removal.** We may remove or disable access to any of Your Content that violates these Terms or applicable law.

#### 5. Feedback

If you provide ideas, suggestions, or comments about the Services (“**Feedback**”), you grant us a perpetual, irrevocable, worldwide, royaltyfree right to use and exploit the Feedback without restriction or obligation to you. Feedback is not confidential.

## 6. Fees, Payments, and Refunds

1. **Fees.** Some Services require payment of fees, including subscription fees and usage-based fees, as set out on our pricing page or an Order Form. You agree to pay all amounts due in Canadian dollars, plus applicable taxes.
2. **NonRefundable. All payments are nonrefundable.** WeCanCloneYou.com and Awakening Software may, at its sole discretion, consider a partial or full refund depending on the circumstances, but is under no obligation to do so.
3. **Payment Method.** You authorize us to charge your designated payment method for all fees incurred. If we cannot process payment, we may suspend or terminate your access to the paid Services.

## 7. Term, Suspension, and Termination

1. These Terms remain in effect until terminated. We may suspend or terminate your access immediately for breach, legal requirement, or any reason .
2. Upon termination, your right to use the Services ceases, and we may delete Your Content. Sections that by their nature should survive (including licences to Your Content, disclaimers, limitations of liability, indemnity, confidentiality, and dispute resolution) will survive termination.

## 8. AISpecific Disclaimers and User Acknowledgements

1. **Experimental Technology.** You understand the Services employ generative artificialintelligence technologies that are **experimental** and may produce inaccurate, incomplete, offensive, or unpredictable content. **You must independently verify any User Output** before relying on it for legal, financial, medical, or other critical decisions.
2. **No Guarantee of Uniqueness.** Because outputs are generated algorithmically, they may be similar or identical to content provided to other users. You acknowledge and agree that we make **no warranty of uniqueness, exclusivity, or authorship** with respect to User Output.

3. **Human Oversight.** You are solely responsible for reviewing, filtering, and approving all User Output prior to use or dissemination, and for ensuring compliance with applicable laws and industry standards.

## 9. Warranties and Disclaimers

THE SERVICES AND USER OUTPUT ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE.**” TO THE MAXIMUM EXTENT PERMITTED BY CANADIAN LAW, WE AND OUR REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ACCURACY. **We do not warrant that the Services will be uninterrupted or errorfree, or that User Output will be free of defamation, obscenity, or thirdparty rights.**

## 10. Indemnities

1. **Your Indemnity.** You will indemnify and hold harmless We Can Clone You Inc., Awakening Software Ltd., and our Representatives from any claim, loss, liability, or expense (including reasonable legal fees) arising out of or related to (a) Your Content, (b) your breach of these Terms or applicable law, or (c) your use of the Services.
2. We will have no liability if the claim arises from (a) Your Content, (b) use of the Services in combination with materials not supplied by us, or (c) your breach of these Terms. **Our liability under this indemnity is capped at CAD \$100 in the aggregate.**

## 11. Limitation of Liability

1. **Indirect Damages.** We will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or loss of profits, revenue, data, or goodwill.
2. **Aggregate Cap.** Our total liability for all claims in the aggregate is limited to the greater of (a) the fees you paid in the 12 months preceding the claim, or (b) **CAD \$100. This cap does not apply to (i) your payment obligations, (ii) your indemnity in Section 10.1, (iii) our IP indemnity obligations in Section 10.2, or (iv) breaches of confidentiality (Section 13).**

## 12. Confidentiality

Each Party must (a) protect the other Party's Confidential Information with at least the same degree of care it uses to protect its own, and (b) use Confidential Information only to exercise rights or perform obligations under these Terms. Confidential Information may be disclosed if required by law, provided the receiving Party gives prompt notice (where lawful) and reasonable assistance to seek protective treatment.

## 13. Force Majeure

Neither Party is liable for failure to perform due to causes beyond its reasonable control (e.g., natural disasters, war, labor disputes, Internet outages, governmental action).

## 14. Dispute Resolution and Governing Law

1. **Governing Law.** These Terms are governed by the laws of Ontario and the federal laws of Canada applicable therein.
2. **Arbitration.** Except for injunctive relief, disputes will be resolved by binding arbitration in Toronto, Ontario, under the **Arbitration Act, 1991 (Ontario)**. The language shall be English; each Party bears its own legal fees.
3. **Class Action Waiver.** Disputes must be brought on an individual basis; class actions are waived.

## 15. Export Compliance

You agree to comply with all Canadian exportcontrol laws and regulations. You represent that you are not a resident of a country or listed on any sanctions list that would prohibit use of the Services under Canadian law.

## 16. Modifications

We may modify these Terms at any time. Material changes become effective 30 days after posting. Your continued use constitutes acceptance.

## 17. Contact Us

For questions about these Terms or the Services, please contact us at:

**Awakening Software Ltd. – WeCanCloneYou.com**

206 King St, Sturgeon Falls, Ontario, P2B 1S2, Canada

Email: **info@awakening.software**

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