

TERMS OF USE

These Terms of Service (“**Terms**”) are between you (“**you**” or “**your**”) and Alaap AI (“**Alaap**”, “**we**”, “**us**”, “**our**”, “**Company**”). By accessing or using our Services (defined below) in any way, by completing the account registration process, or by browsing the Website (defined below), you agree to be bound by these Terms. These Terms apply to your access to and use of the Alaap:

1. website located at [●] and all associated web pages, websites, and social media pages (the “**Website**”); and
2. services (including products accessible via the Website or our application programming interfaces (APIs), or otherwise made available to you by us (together with the Website, the “**Services**”).

1. ELIGIBILITY AND USE RESTRICTIONS

- 1.1. **Age.** If you are under 18 years of age (or the age of legal majority where you live), you may not use our Services
- 1.2. **Right to Use Services.** You may use the Services to submit musical prompts and receive generated music, download or store music generated by the Services for personal or commercial use and use any APIs, tools, or software provided by the Company strictly per accompanying documentation and license terms granted by the Company and applicable third-party licenses.
- 1.3. **Restriction on your use of Services.** You shall not, and shall not assist or enable any other(s) to:
 - a. Use the Services in any way that infringes third-party rights, including copyright, trademark, publicity, or privacy rights;
 - b. Bypass, disable, or attempt to circumvent the content screening system or any protections designed to prevent the generation of music substantially similar to pre-existing works;
 - c. Copy, reproduce, modify, adapt, distribute, sublicense, sell, rent, or commercially exploit the Services, generated content, or underlying software except as explicitly permitted under a third-party license;
 - d. Reverse engineer, decompile, disassemble, or derive source code, model architecture, algorithms, or other proprietary elements of the Services;
 - e. Use automation (bots, scripts), scrape, extract, or bulk collect data from the Services;
 - f. Introduce malware, harmful code, or engage in activities that disrupt the Services;
 - g. Use generated music in a manner inconsistent with rights granted by underlying licenses; and
 - h. Use the Services to train models that compete with Alaap.
- 1.4. **Use of Software and APIs.** You are responsible for your hardware, software, internet access, and any other requirements needed to use the Services. API keys, tokens, or any credentials issued to you must be kept confidential and are not to be shared or transferred. Misuse may result in suspension. Any software made available for download may incorporate third-party open-source components. You agree to comply with their terms (including notices or attributions) to the extent required by the relevant licenses.
- 1.5. **Suspension of Services.** We may suspend or terminate access without liability if it may be required to comply with law or government orders, if you engage in fraudulent, unlawful, abusive, or unauthorised activities or if your continued access poses a risk to the Services, infrastructure, or other users.
- 1.6. **Use of your Data.** The company may collect, access, and process your Data for the purpose of providing, maintaining, and improving the Platform Services. Your Data will not be anonymised or aggregated for external use and will not be shared with third parties without your explicit consent, except as required by law.

1.7. Reservation of Rights. All rights, title, and interest in the Services, software, and documentation remain with the Company or its licensors, except the limited rights expressly granted here and under applicable open-source licenses. No rights are granted by implication or estoppel.

2. USER CONTENT AND AI OUTPUTS

2.1. User Content. You may provide input to the Services (“**User Content**”), including musical prompts, compositions, or other data used to generate music and (i) You retain all rights, title, and interest in Your User Content, (ii) You represent and warrant that you have all rights, licenses, consents, and permissions necessary to provide Your User Content to the Services and that it does not infringe any third-party rights or violate Applicable Law and (iii) You are solely responsible for the legality, accuracy, and appropriateness of Your User Content. The Company is not liable for any claims arising from Your User Content.

2.2. AI Outputs. The Services generate music based on your User Content (“**AI Outputs**”). The ownership of AI Outputs is assigned to you, *subject to applicable third-party licenses* for components used in generation. You may use AI Outputs for personal, internal, or contractually agreed purposes, provided such use does not violate third-party intellectual property rights. Despite our diligence, we do not guarantee that AI Outputs are unique or free from similarity to other users’ outputs or pre-existing works. You acknowledge that AI Outputs are generated by probabilistic models and may contain errors, imperfections, or unintended similarities to existing music. You should independently evaluate AI Outputs before commercial or public use.

2.3. Use of Content by Company. By providing User Content or using AI Outputs, you grant the Company a limited, worldwide, royalty-free license to use, store, and process such content solely for the purpose of operating, maintaining, improving, and developing the Services, complying with law, and ensuring safety and integrity of the platform. The Company may not use User Content to create competing products or for commercial purposes outside the scope of this agreement without your consent. If there exists another agreement between you and the Company on data use, the Company will comply with such restrictions and may segregate or anonymize your data accordingly.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Ownership of the Platform and Services. Alaap, including all software, models, algorithms, user interfaces, design, documentation, and any other technology or content made available through the Services (collectively, the “**Platform**”), is protected by applicable copyright, trademark, and other intellectual property laws. Except for the limited rights expressly granted under these Terms, no rights (including any implied licenses) are granted to you in or to the Platform or any intellectual property rights of Alaap.

3.2. User Inputs. “**Inputs**” mean any prompts, descriptions, preferences, metadata, instructions, or other content you submit or provide to the Platform for the purpose of generating music or other outputs. You represent and warrant that you have all necessary rights, licenses, and permissions to provide the Inputs to Alaap and that your Inputs do not infringe any third party’s rights or violate any Applicable Law.

3.3. Generated Outputs and License to Users. Subject to these Terms and to Alaap’s pre-generation similarity checks and filters, Alaap may generate musical outputs for you based on your Inputs (“**Outputs**”). As between you and Alaap, and to the extent permitted under Applicable Law, Alaap assigns or grants to you a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, publicly perform, and otherwise exploit the Outputs for your own purposes, including commercial use, provided that you remain responsible for ensuring that your use of such Outputs complies with Applicable Laws and does not infringe any third-party rights.

- 3.4. Similarity Screening and No Warranty of Non-Infringement.** Alaap includes a similarity or content-screening system that attempts to detect where an Output appears substantially similar to pre-existing musical works and may block or alter Outputs in such cases. Notwithstanding such measures, we shall not be responsible for the generation of any Output that is not free from potential similarity to existing works, and disclaims all warranties of non-infringement; you are solely responsible for conducting any additional clearance or rights review you deem necessary before exploiting any Output.
- 3.5. Necessary Rights.** You may not provide Input or create Output for which you do not have all the rights necessary to grant us the license described above. You represent and warrant that the Content and our use of the Content and User Voice Models, will not violate any rights of any person or entity, or cause injury to any person or entity.
- 3.6. Feedback.** If you provide Alaap with any ideas, suggestions, comments, or other feedback regarding the Platform (“**Feedback**”), Alaap may use such Feedback in any manner and for any purpose (including to develop and improve products and Services) without any obligation to you, and you hereby assign all rights in such Feedback to Alaap to the maximum extent permitted by law.

4. THIRD PARTY SERVICES AND MATERIALS

- 4.1. Third-Party Content and Integrations.** The Platform may enable access to or inter-operate with certain third-party services, libraries, catalogues, datasets, sample packs, plugins, or other materials (collectively, “**Third-Party Services**”). Any use of such Third-Party Services is subject to the separate terms and privacy policies of the relevant third party, and Alaap is not responsible for, and does not endorse, any Third-Party Services or the content, functionality, or practices of any third party.
- 4.2. Third-Party Rights in Music and Data.** The similarity-checking component of the Platform may rely on third-party datasets, catalogs, or APIs to compare Outputs against existing musical works. Those third parties retain all rights in their respective databases, content, and services, and nothing in these Terms grants you any rights in such third-party materials.
- 4.3. Responsibility and Risk.** Your interactions with third parties, including providers of Third-Party Services, are solely between you and such third parties. Alaap shall not be liable for any loss or damage arising from or related to your use of, or reliance on, any Third-Party Services, and any disputes you may have with a third party are to be resolved directly with that third party.
- 4.4. Open-Source and Other Components.** The Platform may include or be distributed with certain open-source or third-party software components that are licensed under separate open-source or third-party license terms. To the extent required by such licenses, the applicable license terms will apply to those components subject to and in addition to, these Terms.

5. LIMITATION OF LIABILITY

- 5.1.** To the maximum extent permitted by Applicable Law, the Company, including its affiliates, licensors, service providers and suppliers, shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including loss of profits, goodwill, data, business interruption or other intangible losses, arising out of or in connection with your use of, or inability to use, the Services or any music or other content generated through the Services, even if we have been advised of the possibility of such damages.
- 5.2.** Without prejudice to the foregoing, the total aggregate liability of Alaap for all claims arising out of or relating to these Terms or the Services shall not exceed the greater of (a) the amount paid by you, if any, to Alaap for the Services during the 6 (six) immediately preceding the event giving rise to the claim, or (b) INR [●].

5.3. The foregoing limitations will apply even if any agreed or statutory remedy fails of its essential purpose and only to the maximum extent permitted by Applicable Law.

6. INDEMNIFICATION

6.1. You agree to indemnify, defend, and hold harmless Alaap and each of its respective directors, officers, employees, contractors, licensors, and agents (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable legal expenses) arising out of or in connection with: (i) your access to or use of Alaap or any content, music, audio or other material generated, uploaded, input, requested, or otherwise provided by you or on your behalf (“**Your Content**”); (ii) any allegation that your Content, your prompts/inputs, or your use of Alaap infringes, misappropriates, or otherwise violates any intellectual property right, moral right, privacy right, publicity right, or other proprietary right of any third party; (iii) your breach or alleged breach of these Terms, any applicable law, or any representation, warranty, or covenant made by you under these Terms; or (iv) any misuse of Alaap, including any use that is contrary to the acceptable use rules, documentation, or any usage limitations communicated by Alaap.

7. DISPUTE RESOLUTION

7.1. **Governing Law.** These Terms, and any dispute or claim arising out of or in connection with them, the use of the Services, or any content generated or made available through Alaap, will be governed by and construed in accordance with the laws of India (“**Applicable Law(s)**”), without regard to its conflict of law principles.

7.2. **Informal Resolution.** Before initiating any legal action, you and Alaap agree to first attempt to resolve the dispute informally. You may initiate this process by sending a written notice describing the dispute to:

Email: [●]

Postal Address: [●]

Both parties will use reasonable efforts to resolve the dispute in good faith within [●] days from the date the notice is received.

7.3. **Jurisdiction and Venue.** Subject to any applicable mandatory laws, you and Alaap agree that the courts having civil jurisdiction at Bengaluru, Karnataka, India will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, the Services, or any content generated or made available through Alaap.

7.4. **Injunctive and Equitable Relief.** Notwithstanding the informal resolution process above, Alaap retains the right to seek temporary, interim, or permanent injunctive or other equitable relief from the competent courts at Bengaluru, Karnataka, India, to protect its intellectual property rights, confidential information, or to prevent misuse or abuse of the Services.

7.5. **Limitation.** To the fullest extent permitted by Applicable Law, any claim or cause of action you may have arising out of or relating to these Terms or the use of Alaap must be commenced within 1 (one) year after the claim or cause of action accrues; otherwise, such claim or cause of action is permanently barred.

8. TERMINATION AND SUSPENSION

8.1. Alaap reserves the unfettered right, exercisable in its sole and absolute discretion and without recourse to prior notification or incurring liability, to affect the immediate suspension, restriction, or definitive termination of your access to any or all functionalities of the Service. This action may be

precipitated by any justifiable cause, including, but not limited to, any breach or threatened breach of the covenants stipulated within these Terms.

- 8.2.** Without derogating from the generality of the provisions in Clause 8.1, the following instances shall be considered material breaches potentially leading to the immediate termination or suspension of the User's account: (i) any attempt to circumvent, disable, or otherwise impair the operational integrity of the proprietary Intellectual Property (IP) screening mechanism designed to mitigate the generation of musical content substantially similar to pre-existing copyrighted works; (ii) the submission of musical requests or input prompts that are determined by us to be unlawful, injurious, menacing, harassing, defamatory, or otherwise contravening accepted standards of propriety; (iii) any utilization of the service that constitutes, aids, or abets illegal activity or otherwise contravenes the provisions of applicable national or international statutes and regulations; or (iv) any default in the timely remittance of applicable fees or charges due to us, where such fees are required for the continuity of the service.
- 8.3.** Subsequent to the effective date of any termination of your access, all rights conferred upon you to utilise the Service shall instantaneously and unequivocally cease. You expressly acknowledge and concur that Alaap shall bear no liability whatsoever to you or any affiliated third party for any costs, losses, or damages incurred as a consequence of such Service termination.

9. DISCLAIMER OF WARRANTIES

- 9.1.** The Services are furnished on a strictly “as is” and “as available” basis, without any representation or endorsement. Your election to utilise the Service is undertaken solely at your own risk.
- 9.2.** We explicitly and unequivocally disclaim all warranties of any description, whether explicitly stated or implicitly arising by operation of law, including, but not limited to, the implied warranties of merchantability, fitness for a specific purpose, quiet enjoyment, and strict non-infringement of third-party rights.
- 9.3.** We provide no warranty, undertaking, or representation that (i) the musical output generated shall satisfy your precise specifications, expectations, or artistic criteria regarding genre, inherent quality, or intended outcome; (ii) the proprietary IP screening architecture, notwithstanding its advanced design, is not guaranteed to be wholly immune from failure, and consequently, we furnish no absolute guarantee that the resulting musical composition is entirely original or devoid of all potential sonic similarities to all globally extant musical works; and (iii) the operation of the Service shall be continuous, timely, secured against unauthorized intrusion, or wholly free from operational errors.

10. COPYRIGHT COMPLAINTS

- 10.1. Our Policy.** In accordance with the Copyright Act, 1957, we respect the intellectual property rights of others. We have adopted a policy to take appropriate action, including disabling access to or removing content and, where necessary, suspending or terminating user accounts that are found to be infringing intellectual property rights, in accordance with Applicable Law.
- 10.2. Reporting Claims of Copyright Infringement.** If you believe that any content made available on or through our Services infringes a copyright owned or controlled by you, you may submit a written complaint to us, in accordance to the details provided under clause 10.3.
- 10.3. Notice of Claim.** Your complaint should include the following information: (i) Identification of the copyrighted work claimed to have been infringed; (ii) Identification of the infringing material and its precise location on the Services (including URLs or other relevant identifiers); (iii) Your name, address, telephone number, and email address; (iv) A statement that you have a bona fide belief that the use of the material is not authorised by the copyright owner, its agent, or the law; (v)

A statement that the information in the complaint is accurate and that you are the copyright owner or authorised to act on behalf of the copyright owner; and (vi) Your physical or electronic signature. The Form of notice shall be as follows:

By Email:

[●]

By Post:

[●]

Attn: [insert name of person receiving the notice]¹

[Registered Office Address – India]

- 10.4. **Receipt of complaint.** Upon receipt of a valid complaint, we will take action in accordance with applicable law, including removal or disabling access to the allegedly infringing content within [●] days.

11. MISCELLANEOUS

- 11.1. Assignment.** You may not assign, transfer, or delegate any of your rights or obligations under these Terms, by operation of law or otherwise, without our prior written consent, and any attempted assignment in violation of this provision is void. We may freely assign or transfer these Terms, in whole or in part, including to any affiliate or in connection with a merger, acquisition, reorganization, or sale of assets.
- 11.2. Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict-of-laws principles. Subject to any applicable arbitration clause, the courts at [●] shall have exclusive jurisdiction over all disputes arising out of or in connection with these Terms or the use of the Platform.
- 11.3. Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect. The parties agree to replace any unenforceable provision with an enforceable provision that most closely reflects the original intent and economic effect of the unenforceable provision.
- 11.4. Waiver.** No waiver of any term of these Terms shall be effective unless in writing and signed or otherwise formally issued by us. A failure or delay by us in exercising any right, power, or remedy under these Terms shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of the same or any other right, power, or remedy.
- 11.5. Entire Agreement.** These Terms, together with any order forms, subscription plans, or additional policies or guidelines that are incorporated by reference, constitute the entire agreement between you and us with respect to the subject matter hereof. These Terms supersede all prior or contemporaneous understandings, communications, and agreements, whether written or oral, relating to the subject matter of the Services.
- 11.6. Survival.** Any provisions of these Terms that by their nature should reasonably be understood to survive termination or expiration (including, without limitation, provisions relating to intellectual property, disclaimers, limitations of liability, indemnities, and governing law and jurisdiction) shall survive and remain in full force and effect. Termination or expiration of these Terms shall not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination or expiration.

¹ By general practice, you may insert the name of the Founders or a member of Alaap that can receive and address such grievances.