

# Terms of Service for app.actsofwriting.com

This document, titled "User Agreement," constitutes an offer from the Administration of the ACTS Platform (hereinafter referred to as the "Administration") to enter into a contract under the conditions specified below. This Agreement is equivalent to a written contract and represents an adhesion contract as provided by applicable California law, entered into with the Administration represented by Acts of Writing LLC. Users must carefully read all the terms of this Agreement before using the Platform.

## 1. General Conditions of the Agreement

1.1. The following terms and definitions apply to this document and the relations arising or associated with it:

- **Authorization** – the procedure for registration (input of account data) and authentication of the User on the Platform, supporting access to the use of the Software.
- **User Content** – any information, results of intellectual activity, and means of individualization uploaded or displayed by the User through the use of the Platform.
- **ACTS Platform/Platform** – a combination of software and hardware, an automated information system available on the Internet at <https://app.actsofwriting.com/>. The website belongs to the Platform Administration.
- **Software** – computer programs accessible via the Platform, whose algorithms allow the creation of new textual objects based on data entered by the User in the corresponding fields of the Software.
- **User** – an individual over the age of 18 capable of entering this Agreement in their own interest or on behalf of a legal entity (including

an employer or individual entrepreneur) for which they are authorized, including when using the Platform via API.

- **Generated Content** – textual information presented in text format, generated (created) using the Software through the Platform interface (or via API).
- **Request** – uploading User Content using the Platform and/or Software to create Generated Content.
- **Functionality** – the set of features provided by the Platform and/or Software.
- **Agreement** – this Agreement with all its amendments and modifications.

## **2. Subject of the Agreement**

2.1. Use of the Platform is permitted only under the terms of this Agreement. If the User does not fully accept the terms of this Agreement, the User is not entitled to use the Platform for any purpose. Use of the Platform in violation of any of the terms of this Agreement is prohibited.

2.2. By using the Platform in any manner, the User fully and unconditionally agrees to all the terms of this Agreement.

2.3. Under the terms of this Agreement, the Administration provides Users with access to the Platform's Functionality and/or Software for a fee, and the User is entitled to use the Platform for non-commercial purposes, in compliance with applicable California law and under the conditions of this Agreement.

2.4. Use of the Platform is performed remotely via the Internet. The User agrees to independently organize and ensure their Internet access. The organization and provision of Internet access are not the responsibility of the Administration.

2.5. The Functionality of the Platform and/or Software allows viewing materials posted on the Platform and generating new or modified (revised) information based on data entered by the User using artificial intelligence technologies.

2.6. The current version of this Agreement is publicly available at <https://www.actsofwriting.com/>. The Administration may amend this Agreement unilaterally without notifying the User. The current version of the Agreement becomes binding upon its publication. It is the User's responsibility to become aware of any changes.

### **3. Rights and Obligations of the Parties**

3.1. The Administration is entitled to:

3.1.1. Determine the structure, appearance, and content of the Platform, including all information and materials contained on it.

3.1.2. Without prior notification and/or explanation, limit or prohibit (temporarily or permanently) the availability of the Platform to any User and/or all Users, especially if the User violates the terms of this Agreement and/or applicable California law.

3.1.3. Establish limits and restrictions on the use of the Platform and its individual functions, applying them at its discretion without prior notification or consent of the User.

3.1.4. Conduct scheduled and unscheduled maintenance on the Platform, which may temporarily suspend its operation. The Administration may, at its discretion, notify the User of the timing, duration, or nature of such maintenance by posting relevant notices on the Platform.

3.1.5. Remove Software posted on the Platform without any reason and without prior warning.

3.1.6. Unilaterally limit, expand, supplement, modify, or otherwise change the functional capabilities of the Platform and any of its elements at any time without prior notification to the User.

3.1.7. Restrict access to the Platform, its Functionality, and its features from specific IP addresses.

3.1.8. Delete or block, without warning, Content specified in clause 4.1, and/or any User Content uploaded by the User that may violate applicable California law, the terms of this Agreement, or the rights of other Users or third parties, or that may cause harm or threaten safety.

3.1.9. Send the User a warning (notification) regarding any violation of this Agreement and/or applicable California law. The absence of such a warning does not preclude the Administration from limiting or prohibiting the User's access to the Platform or deleting/blocking any User Content.

3.2. The User agrees to:

3.2.1. Use the Platform exclusively under the conditions of this Agreement and in accordance with applicable California law.

3.2.2. Not use devices, software, or hardware that disrupt the functioning of the Platform.

3.2.3. Immediately inform the Administration of any known unlawful use of the Platform by third parties.

3.2.4. Detect and report any errors in the functioning of the Platform to the Administration.

3.2.5. Immediately inform the Administration of any cases involving Generated Content that fall under the restrictions specified in clause 4.1.

3.2.6. Refrain from reengineering the prompts used to create and deliver feedback on the Platform.

3.3. When using the Platform, the User is prohibited from:

3.3.1. Posting (uploading) or creating (generating) Content that violates clause 4.1.

3.3.2. Circumventing technical restrictions on the use of the Platform.

3.3.3. Studying, decompiling, disassembling, modifying, or otherwise changing the Software on which the Platform operates.

3.3.4. Engaging in any actions that disrupt the functioning or operability of the Platform, or that may lead to its failure.

3.3.5. Uploading User Content that contains personal data of the User and/or third parties, including data constituting state, banking, tax, commercial, medical, or other legally protected secrets.

3.3.6. Posting Requests and/or creating a sequence of Requests aimed at generating Generated Content that contains personal data of the User and/or third parties, especially if it involves data specified in clause 4.1.

#### **4. Rules for Using the Software**

4.1. From the moment of starting to use the Software, the User agrees not to create, formulate, upload, or distribute textual materials (hereinafter referred to as "Prohibited Content") that:

- Contain descriptions or visualizations of threats, defamation, rights infringement, insults, or discrediting of honor, dignity, or business reputation;
- Contain obscene language;
- Contain information that is vulgar or indecent, or include pornographic texts or scenes of a sexual nature;
- Contain descriptions or visualizations of body fluids, indecent gestures, or other topics that may shock or cause disgust;

- Contain scenes of violence, such as descriptions or visualizations of physical attacks, torture, fights, or consequences of wars/military actions and terrorist acts;
- Contain descriptions or visualizations of means for self-harm/suicide, incitement to self-harm, or instructions for committing self-harm;
- Contain descriptions or visualizations of cruelty to animals;
- Contain descriptions or visualizations that discriminate or incite hatred or enmity toward individuals or groups based on age, caste, disability, ethnicity, gender identity, nationality, race, immigration status, religion, or sexual orientation;
- Contain extremist materials;
- Promote criminal activity or include advice, instructions, or guidelines for committing criminal acts;
- Contain information with restricted access, including but not limited to state or commercial secrets or private information about third parties;
- Contain advertising or promote the consumption of alcoholic beverages, narcotic substances.

4.2. When using the Platform, the User acknowledges that Generated Content is created using artificial intelligence technologies over which the Administration does not have complete control. The User agrees to handle Generated Content responsibly and not to further use (including storage or distribution) any Generated Content that does not comply with the law, except when transferring such content to the Administration. The User assumes full responsibility for any use or distribution of Generated Content that violates applicable laws.

4.3. The User is solely responsible to third parties for any actions related to the use of the Platform, including violations of third-party rights or applicable California law.

4.4. The Administration reserves the right to report any unlawful actions related to the use of the Platform and/or Software to the relevant authorities.

#### 4.5. Use of OpenAI API:

You acknowledge and agree that the Software uses OpenAI's API (a third-party artificial intelligence service) to analyze and provide feedback on text you submit. Any content you input may be transmitted to OpenAI's servers for processing. According to OpenAI's policies, OpenAI does not use data submitted through their API to train or improve their models. By using the Software, you consent to this processing of your content by the OpenAI API. For more information, please refer to OpenAI's [Data Usage Guide](#).

### **5. Requests**

5.1. During User Authorization on the site, neither the Administration nor its representatives collect, process, store, or transmit personal data. The Platform is not intended for submitting Requests that contain personal data of either the User or third parties.

5.2. The User agrees that when submitting a Request:

5.2.1. The Request does not include personal data of the User and/or third parties.

5.2.2. The Request or a sequence of Requests does not involve creating Generated Content that includes personal data of the User and/or third parties.

5.3. The Administration is not responsible for the inclusion of personal data in a Request, User Content, or Generated Content if such data is provided in violation of clause 5.2.

5.4. If the Administration, due to a violation of clause 5.2, begins processing personal data of the User and/or third parties, the User agrees to ensure that a legal basis exists for such processing and accepts full responsibility for any associated issues.

5.5. Upon request by the Administration, the User agrees to confirm—within three (3) business days—that a legal basis exists for the Administration's processing of any personal data.

5.6. In case of claims, demands, or lawsuits from third parties or authorized public authorities (particularly regarding personal data), the User agrees to take all legally available measures to resolve disputes, assist the Administration in such resolution, and fully compensate the Administration for any losses incurred as a result of the User's violation of clause 5.2, including administrative fines, compensations, or other expenses.

5.7. If, in connection with the use of the Platform, the Administration receives data that qualifies as personal data (for example, data submitted contrary to the prohibitions set forth in this Agreement), the Administration will not be responsible for its collection, processing, storage, or transmission.

## **6. Liability**

6.1. The Platform is provided on an “as is” and “with all faults” basis, with available capabilities.

6.2. The Administration does not explicitly or implicitly guarantee error-free and uninterrupted operation of the Platform and/or Software, nor does it guarantee that the Platform and/or Software will meet specific user expectations or purposes.

6.3. The Administration does not guarantee that the use of generated texts will not infringe upon third-party intellectual property rights. The Administration only guarantees compliance with the copyright of the Software's creators.

6.4. Generated Content is produced by the Software with the provided functionality; therefore, similar or identical solutions may be offered to other users. The User assumes all risks associated with the use of Generated Content, recognizing that such content may not be unique or entirely original without the User's creative input.



6.5. The Administration is not responsible for any direct or indirect losses (including lost profits) arising from the User's use of the Platform and/or Software.

## **7. Payments**

7.1. All services under this Agreement are paid in full and in advance. Payment must be completed no later than the day following the start of the Platform's use.

7.2. By providing payment information to the Administration or its payment operators, the User confirms they are the lawful owner of the payment instrument (e.g., bank card, PIN) and authorizes the Administration to debit funds or process the payment accordingly.

7.3. The User agrees to pay for services based on the applicable Tariff selected at the time of use. The Tariff determines the permissible volume of actions on the Platform and is expressed in monetary terms.

7.4. Tariffs for services are indicated on the Platform's interface. The Administration reserves the right to change the Tariffs unilaterally by updating the information on the Platform's interface. The updated Tariffs take effect upon publication.

## **8. Intellectual Property Rights**

8.1. Acceptance of this Agreement includes acceptance of the Rules for Using OpenAI, Inc. services (available at <https://openai.com/policies/business-terms/>), which form an integral part of this Agreement. Please note: This reference to OpenAI's business terms does not create a direct contractual relationship between the User and OpenAI. All interactions with the OpenAI API are governed solely by our contract with OpenAI, and your contractual relationship is exclusively with Acts of Writing LLC and this Platform.

## 8.2. Exemption from Liability for Intellectual Property Violations:

8.2.1. Under no circumstances shall the Administration be liable to the User (including for lost profits, lost data, or damages to honor, dignity, or business reputation) arising from the use of the Platform or from the results of intellectual activity obtained through the Platform.

8.2.2. The User warrants that any information submitted in a Request does not infringe on third-party intellectual property rights. Should the User provide exclusive content, the Administration's actions with such content will not violate the User's exclusive rights.

## 9. Final Provisions

9.1. This Agreement becomes effective upon the User's acceptance of its terms and remains in force for as long as the exclusive rights to the generated textual information obtained via the Software are protected.

9.2. All disputes arising from or related to the performance of this Agreement shall be resolved through negotiations between the Parties.

9.3. If the Parties fail to reach an agreement, disputes shall first be subject to a pre-trial (claim) procedure with a response period of 45 calendar days.

9.4. Should a resolution remain impossible, the dispute shall be submitted to a court located at the Administration's location.

9.5. This Agreement is governed by and interpreted in accordance with the laws of the State of California. Issues not regulated herein shall be resolved under the laws of the State of California.

9.6. If any provision of this Agreement is found to be invalid under California law, the remaining provisions shall remain in full force and effect.