

Tailor AI Terms of Service

Last Updated: March 16, 2026

These Terms of Service (the "**Terms**") are applicable to all customers of Tailor AI, Inc. ("**Tailor AI**," "**we**," "**us**," or "**our**") that purchase and/or use our Services (as defined below) through Tailor AI's website, currently located at <https://tailorhq.ai> (the "**Website**") or other online purchasing mechanism. These Terms are a legally binding agreement between Tailor AI and the person or entity accessing or using the Services ("**Customer**," "**you**," or "**your**").

By accessing or using the Services, creating a Customer Account, clicking to accept these Terms, installing Tailor AI code, using a free trial, or otherwise using the Services, you agree to be bound by these Terms, our Privacy Policy, our Acceptable Use Policy, and any other terms that link to these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity, and "you" and "your" refer to that entity.

PLEASE READ THESE TERMS CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER AND JURY TRIAL WAIVER, THAT AFFECT YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH TAILOR AI.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SERVICES.

1. Scope and Eligibility

1.1 Business Use Only

The Services are offered for business use. You may not use the Services for personal, household, or consumer purposes.

1.2 Eligibility

You may use the Services only if you can form a binding contract with Tailor AI, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Services by anyone under 18 is strictly prohibited and in violation of this Agreement. The Services are not available to Customers previously removed from the Services by Tailor AI. By using the Services, or registering for an account, you represent and warrant that (A) you are at least 18 years of age, and (B) you will use the Services in accordance with the Agreement and all applicable local, state, national and international laws, rules and regulations.

1.3 Territorial / Legal Restrictions

You may not use the Services if such use is prohibited under applicable law, sanctions, or export restrictions.

2. Definitions

2.1 "Services"

"Services" means Tailor AI's software products and related services for creating, editing, personalizing, testing, and analyzing marketing and website experiences, including:

- Tailor AI's hosted platform, web applications, and related functionality,
- any browser extension or local software made available by Tailor AI ("Software"),
- any scripts, tags, SDKs, pixels, or embedded code provided by Tailor AI for implementation on your websites or digital properties ("Embedded Code"),
- documentation, analytics, and support made available by Tailor AI.

2.2 "Authorized Users"

"Authorized Users" means your employees, contractors, and agents whom you authorize to use the Services under your Customer Account on your behalf.

2.3 "Customer Account"

"Customer Account" means the account Customer uses to access the Services.

2.4 "Customer Content"

"Customer Content" means information, data, text, images, creative assets, prompts, identifiers, configurations, and other content or materials that you or your Authorized Users submit to, provide to, or make available through the Services (including via integrations).

2.5 "Generated Content"

"Generated Content" means outputs, recommendations, variations, drafts, edits, insights, summaries, or other content generated by the Services in response to Customer Content or your use of the Services.

2.6 "Trial"

"Trial" means a free, evaluation, beta, or other no-fee access period made available by Tailor AI.

2.7 "Identified Visitor Credits"

"Identified Visitor Credits" means any feature, credits, enrichment, or functionality that identifies, enriches, or resolves visitor or company-level attributes beyond standard anonymous analytics, as designated by Tailor AI.

3. Customer Accounts

3.1 Registration

You may need to create a Customer Account to access certain Services. You agree to provide accurate, current, and complete account information and to keep it updated. You will ensure that Authorized Users only use the Services through your Customer Account. You will not allow any Authorized User to share the Customer Account with any other person.

3.2 Security

You are responsible for maintaining the security of and access to your passwords and files and are responsible for all uses of the Services with or without its knowledge or consent. You will not disclose passwords, certificates, authorizations, or other access controls to anyone other than Administrative Users, and you will use reasonable efforts to prevent unauthorized access to the foregoing. You will notify Tailor AI immediately of any actual or suspected unauthorized use of the Services. Tailor AI reserves the right to suspend, deactivate, or replace the Customer Account if it determines that the Customer Account may have been used for an unauthorized purpose. To the maximum extent allowed by law, Tailor AI is not liable for any losses caused by unauthorized use of Customer Accounts.

3.3 Authorized Users

You may allow Authorized Users to use the Services on your behalf, but you remain fully responsible for their access to and use of the Services as if they were your own, including, without limitation, the Authorized Users' compliance with the scope of the license granted to Customer hereunder, the use and use restrictions (including the AUP), and Customer's confidentiality obligations under this Agreement.

4. License Grant; Intellectual Property

4.1 License Grant

Subject to your compliance with these Terms, Tailor AI grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services during the applicable Trial or subscription term, solely for your internal business purposes and in accordance with these Terms.

4.2 End User License Agreement

You may install and use the Software and Embedded Code solely as necessary to access and use the Services in accordance with these Terms. Certain Software may be subject to a separate end user license agreement ("**EULA**"), and your installation and use of such Software is conditioned on your acceptance of, and compliance with, the applicable EULA.

4.3 Ownership of the Services

The Services, including the text, graphics, images and other content contained therein, and all intellectual property rights therein and thereto, are owned by Tailor AI or our licensors. Except as explicitly stated in this Agreement, all rights in and to the Services, including all intellectual property rights therein and thereto, are reserved by us or our licensors.

4.4 Feedback

Customer may from time to time provide suggestions, comments or other feedback to Tailor AI, including suggestions for product or service offerings, changes, improvements or new functionality or capabilities ("**Feedback**"). Feedback is entirely voluntary and Tailor AI is not required to treat Feedback as Confidential Information of Customer and will be free to use Feedback and ideas generated from Feedback for the improvement of the Services and for Tailor AI's future product development and otherwise without restriction, attribution, or compensation to Customer. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby

grants Tailor AI an irrevocable, nonexclusive, perpetual, royalty-free license to use the Feedback in connection with Tailor AI's business, including the enhancement of the Services.

5. Trials

5.1 How to Start a Trial

Customers may request a Trial by contacting Tailor AI or signing up through Tailor AI's website or product flow. A Trial begins on the date Tailor AI enables the Customer's account or otherwise provides access to the Services (the "**Trial Start Date**"), unless Tailor AI states otherwise in writing. The Trial is provided for evaluation and internal testing purposes only. Tailor AI may limit features, usage, support, integrations, environments, or functionality during the Trial.

5.2 Trial Period

Unless otherwise agreed in writing, self-serve access is provided for a period of 60 days beginning on the Trial Start Date. (the "**Trial Period**"). At the end of the Trial, your access will not automatically convert to a paid subscription, and therefore you must either (i) enter into a separate written agreement or order form with Tailor AI to continue using the Services, or (ii) stop using the Services and remove any Embedded Code from your websites or properties within ten (10) days following the end of the Trial Period ("**Wind-Down Period**"). If you fail to remove any Embedded Code within the Wind-Down Period, Tailor AI reserves the right, without further notice or liability, to disable, suspend or otherwise cease serving any functionality associated with such Embedded Code.

Tailor AI may suspend or terminate your access to the Services at or after the end of the Trial if no written agreement is executed.

5.3 No Identified Visitor Credits During Trial

Identified Visitor Credits are not included in the self-serve Trial and may not be used unless expressly enabled under a separate written agreement with Tailor AI.

5.4 Trial Disclaimer

TRIALS, BETA FEATURES, AND EARLY ACCESS FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Paid Services and Contracted Use

6.1 Separate Contract Required for Ongoing Use

After the expiration of the Trial Period, and subject to Section 13.5, these Terms shall expire. The Trial Period may be extended by written authorization from Tailor AI (and such authorization may be in the form of lightweight written confirmation such as an email or messaging platform communication expressly permitting your continued use of the Services) (an "**Extension Authorization**"). Any such extension shall be subject to these Terms unless otherwise specified by Tailor AI.

Any continued access to or use of the Services following expiration of these Terms or any applicable Extension Authorization, whether resulting from your failure to remove Embedded Code or Tailor AI's

failure to disable access, shall not be deemed a renewal of these Terms or the grant of any new rights, and shall remain subject to these Terms until a separate written agreement is executed with Tailor AI. For the avoidance of doubt, you will have no right to continued access to or use of the Services following expiration of the Trial Period or any applicable Extension Authorization absent such a separate written agreement or Extension Authorization. If you and Tailor AI enter into a separate written agreement covering the Services, that agreement controls over these Terms to the extent of any conflict. Certain features, usage levels, support commitments, security commitments, integrations, or credits (including Identified Visitor Credits) may only be available under a separate written agreement.

7. Acceptable Use and Restrictions

7.1 Use and Restrictions on Use.

You will only use the Services for your legitimate purposes in accordance with this Agreement and Tailor AI's Acceptable Use Policy ("**AUP**"). Your use of the Services will at all times comply with all applicable laws. You will not, and will not allow any third party (including Authorized Users) to:

- use the Services in a manner that violates Tailor AI's AUP;
- use, copy, modify or otherwise prepare derivative works of the Services, or any portion thereof, unless expressly authorized in these Terms;
- sell, resell, rent, lease, sublicense, or commercially exploit the Services except as expressly permitted by Tailor AI;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying models, algorithms, or non-public components of the Services, except to the limited extent prohibited by law;
- use the Services to create, collect, transmit, store, use, or process any data that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
- interfere with or disrupt the integrity, security, operation, or performance of the Services;
- bypass rate limits, access controls, account limits, or technical restrictions;
- use the Services to build, train, improve, or benchmark a competing product or service for public disclosure without Tailor AI's prior written consent;
- upload, submit, or transmit malicious code, malware, or harmful content;
- use the Services for spam, phishing, deceptive practices, or unauthorized tracking;
- use the Services for high-risk, safety-critical, or emergency response scenarios;
- use the Services, or allow the transfer, transmission, export, or re-export of the Services or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency;
- remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services or any other materials provided by Tailor AI; or
- represent Generated Content as fully human-created without review where doing so would be misleading or unlawful.

7.2 Suspension of Services.

If Tailor AI becomes aware that Customer's use of the Services violates any part of Section 7.1, Tailor AI will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Tailor AI's request, then Tailor AI may suspend all or part of Customer's use

of the Services until the violation is corrected and Customer will not be relieved of its payment obligations during such suspension. In addition to its other rights of suspension, Tailor AI may also suspend all or part of Customer's use of the Services without prior notice if (a) Tailor AI reasonably believes suspension is needed to protect the Services, Tailor AI's infrastructure supporting the Services, or any other customer of the Services (or its authorized users); (b) there is suspected unauthorized third-party access to the Services; or (c) Tailor AI reasonably believes that immediate suspension is required to comply with any applicable law. Tailor AI will lift any such suspension when the circumstances giving rise to the suspension have been resolved. At Customer's request, Tailor AI will, unless prohibited by applicable law, notify Customer of the basis for the suspension as soon as is reasonably possible.

8. Customer Content and Responsibilities

8.1 Your Responsibility

You are solely responsible for all Customer Content. Without limiting the foregoing, you are responsible for ensuring that all Customer Content is lawful, accurate, and does not violate the rights of any third party, and that you have obtained all necessary rights, permissions, and consents required to use and provide such Customer Content through the Services. You are also responsible for ensuring that your collection, use, and submission of Customer Content, including for Tailor's purposes of providing the Services, complies with all applicable laws and regulations, including those relating to privacy, marketing, and consumer protection.

8.2 License to Customer Content

You grant Tailor AI a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, store, analyze, modify, and otherwise use Customer Content and any Generated Content as reasonably necessary to provide, operate, maintain, and improve the Services; provide customer support and troubleshooting; monitor, secure, and protect the integrity of the Services; enforce these Terms and the AUP; and comply with applicable law, regulation, or legal process.

8.3 De-identified / Aggregated Data

You also grant Tailor AI the right to use Customer Content and Generated Content in de-identified and aggregated form (that does not identify you as the source) for analytics, benchmarking, product improvement, and service operation.

9. AI Features and Generated Content

Certain features of the Services use AI and machine learning systems, including third-party AI providers. You acknowledge and agree that Generated Content may be inaccurate, incomplete, misleading, biased, non-unique, or unsuitable for your intended use. You are solely responsible for reviewing, validating, and approving Generated Content before use, publication, or reliance. The Services and Generated Content do not constitute legal, financial, marketing, or other professional advice, and Tailor AI is not responsible for decisions made based on Generated Content.

10. Third-Party Services and Integrations

The Services may contain links to or integrations with third-party websites, platforms, applications, or services (collectively, “**Third-Party Services**”) that are subject to different terms and privacy practices. Customer’s use of and interactions with Third-Party Services are governed by the third party’s terms and not by this Agreement. Tailor AI does not own or control Third-Party Services and is not responsible or liable for any aspect of such Third-Party Services, including but not limited to any harm or damages related to any interactions or transactions Customer may have with Third-Party Services (such as any information, content, or materials provided by Third-Party Services).

11. Data Privacy

For more information on Tailor AI's handling of personal data please see our Privacy Policy, which is incorporated herein by reference.

12. Confidentiality

12.1 Definition

“**Confidential Information**” means information that one party discloses to the other party under or in connection with this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

12.2 Obligations

The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under this Agreement and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its employees, agents, subcontractors, or professional advisors (“Representatives”) who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Representatives use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

12.3 Required Disclosure

In the event that recipient or any of its Representatives is required to disclose Confidential Information to the extent necessary to comply with the requirements of law, legal process (including deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or valid order of a court of competent jurisdiction, the recipient shall (a) notify the disclosing party prior to making such disclosure in order to permit disclosing party to seek confidential treatment of such Confidential Information, and (b) in any event disclose only that portion of disclosing party’s Confidential Information that is legally required to be disclosed.

13. Modification, Suspension, and Termination

13.1 Modification

We may modify, update or discontinue the Services or any features, functionality or content therein from time to time, with or without notice to you. We reserve the right to make such changes in our sole discretion, including changes that may affect the availability and functionality of the Services. Your continued use of the Services following any such modification constitutes your acceptance of the updated Services as modified.

13.2 Suspension

We may suspend, restrict, or limit your access to the Services immediately, with or without notice, if: (i) you breach these Terms or the AUP; (ii) your use of the Services poses a security, legal, or operational risk to us, the Services, or any third party; (iii) we reasonably suspect fraud, abuse, or unauthorized activity; (iv) suspension is required to comply with applicable law, regulation, or legal process; or (v) your Trial Period expires without a separate agreement in place governing your continued use of the Services.

13.3 Termination by You

You may stop using the Services at any time. If you are in a Trial, termination by you does not create any refund right (as no Trial fees apply unless separately agreed).

13.4 Termination by Tailor AI

Tailor AI may terminate these Terms, your Customer Account and/or your access to the Services at any time during or after the Trial, including for convenience, legal compliance, or risk management, subject to applicable law.

13.5 Effect of Termination

Upon expiration or termination of these Terms for any reason, your right to access and use the Services

will immediately cease. You must promptly stop using the Software and any Embedded Code and remove all Embedded Code from your websites, applications, and other properties. Any provisions of these Terms that by their nature should survive termination or expiration will survive, including Sections 4, 11, 12, 13.5, 14, 15, 16, 18 and 19.

14. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, SOFTWARE, EMBEDDED CODE, GENERATED CONTENT, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TAILOR AI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TAILOR AI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY SPECIFIC RESULTS.

FURTHERMORE, TAILOR AI DOES NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY, OR NON-INFRINGEMENT OF ANY GENERATED CONTENT, AND YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, AND DETERMINING THE SUITABILITY OF ANY GENERATED CONTENT BEFORE RELYING ON OR USING IT.

15. Limitation of Liability

15.1 Indirect Damages Exclusion

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TAILOR AI BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF TAILOR AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

15.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TAILOR AI'S AGGREGATE, CUMULATIVE LIABILITY EXCEED THE AMOUNT PAID TO TAILOR AI BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE RELEVANT CLAIM EXCEPT THAT TAILOR AI'S TOTAL LIABILITY FOR ANY SERVICES PROVIDED FREE OF CHARGE IS LIMITED TO \$100.

16. Indemnification

16.1 Indemnification Obligations

Customer will defend, indemnify and hold harmless Tailor AI and Tailor AI's officers, directors, employees, agents, and permitted successors and assigns (each, a "**Tailor AI Indemnitee**") from any and all damages, liabilities, costs, and expenses (including reasonable attorney's fees) (jointly, "**Losses**") incurred by Tailor AI arising out of any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise by a third party other than affiliate of Customer (collectively, a "**Claim**") based on or arising out of (i) any breach of Customer's representations and warranties; (ii) Customer's use of the Services provided that such claim did not arise due to a breach by Tailor AI of its obligations hereunder; (iii) Customer Content and Customer's use of Generated Content; (iv) Customer's infringement or misappropriation of the rights of a third party; (v) Customer's violation of applicable law; or (vi) Customer's (or its Authorized Users') use of the Services in material violation of these Terms or the AUP.

16.2 Indemnification Procedure.

Tailor AI will promptly notify Customer in writing of any Claim for which it believes it is entitled to be indemnified pursuant to this Section 16. Tailor AI will cooperate with Customer at the Customer's sole cost and expense. The Customer will promptly take control of the defense and investigation of such Claim and will employ counsel of its choice to handle and defend the same, at Customer's sole cost and expense. Tailor AI's failure to perform any obligations under this Section 16.2 will not relieve Customer of its indemnity obligations under this Section 16, except to the extent that Customer can demonstrate that it has been materially prejudiced as a result of such failure. Tailor AI may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Customer shall not have authority to settle, and shall not settle, any Claim that results in Tailor AI's obligation, liability, and/or admission of liability without Tailor AI's prior written consent.

17. Updates to the Terms

Tailor AI reserves the right to change or update these Terms from time to time at our sole discretion. We reserve the right, at our discretion, to change, modify, add, or remove portions of the Terms any time by posting the amended Terms here with an updated "Last Updated" date above. Please review these Terms frequently for any changes. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means, which could include notification through the Services or via email. Customer's continued use of the Services following the effective date of any changes to the Terms constitutes acceptance of those changes.

18. Governing Law and Disputes

18.1 Governing Law

All claims arising out of or relating to these Terms or the Services (including any Dispute regarding the interpretation or performance of these Terms) will be governed by the laws of the State of California, USA, excluding California's conflicts of laws rules.

18.2 Informal Dispute Resolution; Arbitration

In the event of any dispute, controversy or claim (each, a "**Dispute**") between the parties hereto arising out of or relating to these Terms, the parties shall first seek to resolve the Dispute in good faith through informal discussion. If you have a concern, please send a written description of it to legal@tailorhq.ai. If such Dispute cannot be resolved informally within a period of sixty (60) days from the date on which we received your email, the parties agree that it shall be settled by binding arbitration.

18.3 Arbitration Rules

The parties expressly agree that the arbitration will be administered by JAMS and resolved before a single arbitrator. If JAMS is not available to arbitrate, the parties will select an alternative arbitration provider. Unless otherwise agreed in writing between the parties, JAMS will administer the arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, in each case applying the rules and procedures in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class or representative actions. The applicable JAMS rules and procedures are available at

<https://www.jamsadr.com/adr-rules-procedures/> or by calling JAMS at (800) 352-5267. To the extent permissible under applicable law and JAMS rules, you and Tailor AI shall each bear our own costs and expenses and an equal share of the arbitrators' and administrative fees in arbitration. Unless otherwise prohibited by law, any arbitration will be confidential and closed to any parties other than you and Tailor AI (and each of our authorized representatives and agents). All arbitration records will be permanently sealed, except as necessary to obtain court relief in connection with any such proceeding.

18.4 Initiating Arbitration

A party who desires to initiate arbitration must deliver to JAMS and the other party a demand for arbitration which satisfies the following requirements: (1) the name, telephone number, mailing address, and email address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and a good-faith calculation of the amount in controversy (requests for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (4) the party's original signature; and (5) the party's portion of the applicable filing fee. If the party seeking arbitration is represented by counsel, the demand for arbitration must also include counsel's name, firm, telephone number, mailing address, email address, and original signature. If Customer is initiating arbitration, hard-copy service of the demand to Tailor AI shall be made in accordance with JAMS's rules and procedures to the following address: 24 Bayport Ct, San Carlos, CA 94070, and a copy of the same shall also be emailed to legal@tailorhq.ai. If Tailor AI is initiating arbitration, it will serve a copy of the demand to the email address associated with the Customer Account.

18.5 Exceptions

Notwithstanding the parties' decision to resolve all Disputes through arbitration, each party retains the right to (i) elect to have any claim resolved in small claims court on an individual basis for Disputes within the scope of such court's jurisdiction; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court.

18.6 Jurisdiction and Venue

The Parties agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California, for all matters not submitted to arbitration, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available. The arbitration shall be conducted in San Francisco County, California, or, if the parties agree, remotely by video or telephone conference.

18.7 Arbitrator's Decision

The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent

available under applicable law, the arbitral forum's rules, and these Terms. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under the substantive law governing the claims or if imposed by the arbitrator as a sanction for (i) any frivolous claims or submissions the arbitrator determines have not been filed in good faith; or (b) a party's failure to comply with this Section.

18.8 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT CLAIMS MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

18.9 Jury Trial Waiver

IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND TAILOR AI AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND TAILOR AI UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS OR USE OF THE SERVICES.

19. Miscellaneous

19.1 Entire Agreement

These Terms, the AUP, and the Privacy Policy constitute the entire agreement between you and Tailor AI regarding your use of the Services during self-serve / Trial access, unless superseded by a separate written agreement.

19.2 Assignment

You may not assign these Terms without Tailor AI's prior written consent. Tailor AI may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganization, or sale of assets.

19.3 Independent Contractors

Tailor AI and Customer are independent contractors, and these Terms will not establish any relationship of partnership, joint venture, employment, franchise or agency between Tailor AI and Customer. Neither Tailor AI nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. Tailor AI and Customer agree that, except as otherwise expressly provided in these Terms, there are no third party beneficiaries to this Agreement. Tailor AI and Customer agree that these Terms are made for the benefit of the parties and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

19.4 No Waiver

Failure to enforce any provision is not a waiver.

19.5 Severability

If any provision is unenforceable, the remaining provisions remain in effect.

19.6 Notices

You agree that Tailor AI may provide notices by email, in-product message, or website posting.

For legal notices, contact: contracts@tailorhq.ai (or any updated legal notice address Tailor AI posts on its website).

19.7 Export Compliance

The Services may be subject to export control laws, including the Export Control Reform Act and its associated regulations. You agree to comply with all applicable export control and sanctions laws and regulations.

19.8 Force Majeure

Tailor AI will not be responsible for any delay or failure in performance to the extent that such delay or failure is caused by events that are unforeseen and beyond such party's reasonable control, including fires, earthquakes, floods, or other acts of God or severe weather conditions, war, terrorism or other violence or acts a public enemy, by strikes or other labor disputes, laws, orders, proclamations, regulations, ordinances, demands, or requirements of any governmental authority.

19.9 Injunctive Relief

The parties agree that a breach of Section 7.1 (Use and Restrictions on Use) or 12 (Confidentiality), or the scope of any of the licenses granted hereunder, may result in irreparable and continuing damage to the non-breaching party for which there may be no adequate remedy at law, and such party is therefore entitled to seek injunctive relief and specific performance as well as such other relief as may be appropriate.

19.10 Construction

The captions and headings used in these Terms are for convenience and do not in any way limit or amplify the terms and provisions hereof. When used in these Terms the singular form shall include the plural and vice versa, as appropriate. All references to "herein," "hereunder," or like words shall refer to these Terms as a whole and not to any particular section, subsection, or clause contained in these Terms. The terms "include" and "including" are not limiting.

20. Contact Us

If you have any questions, comments or concerns about our Website or the Services, please email us at support@tailorhq.ai, or write to us at 24 Bayport Ct, San Carlos, CA 94070.