# Jet Play Terms of Service and End User License Agreement

Latest Update: 4 November 2026

## 1. Who we are and what these Terms cover

Jet Play, Inc. ("Jet Play", "we", "us") develops and operates Ludo.ai ("Ludo AI", "Ludo"). References to "Jet Play" or "Ludo AI" in these Terms mean the same legal entity unless stated otherwise.

These Terms of Service and End User License Agreement (the "Terms") govern your use of the websites at ludo.ai and app.ludo.ai (the "Sites"), the Ludo web app, the Ludo command-line interface (the "CLI"), the Ludo Model Context Protocol server (the "MCP server"), the Ludo application programming interface (the "API"), the Ludo Unity plugin, and any related software, content and support (together, the "Services").

The following documents form part of these Terms: the Jet Play Privacy Policy, the Cookie Policy and the Privacy Notice for California Residents, all published at https://ludo.ai/privacy-policies. The rules for refunds are in Section 10 of these Terms, which replaces the separate Ludo.ai Service Credit and Refund Policy.

If you and Jet Play have signed a separate written agreement for the Services (for example, an Enterprise agreement), that agreement prevails where it conflicts with these Terms.

## 2. Accepting these Terms and changes to them

By creating an account, making a purchase or otherwise using the Services, you agree to these Terms. If you do not agree, do not use the Services.

### 2.1 Changes

We may update these Terms from time to time. The "Latest Update" date at the top shows when they last changed.

**Material changes.** A material change is one that meaningfully reduces your rights or increases your obligations, including any change to fees, automatic renewal, credits, refunds, or the ownership or use of your content. We will give at least thirty (30) days' notice of a material change before it takes effect, by a notice in the Services or by email to the address on your account.

**Other changes.** Changes that are not material, such as clarifications, corrections, terms for new features, or changes required by law or a court or regulator, take effect when posted.

**If you do not agree.** If you do not agree to a change, stop using the Services and cancel your subscription before the change takes effect. Your cancellation takes effect at the end of your current billing period, and the version of these Terms in force when you cancelled continues to apply to you until then. If you continue to use the Services after a change takes effect, you accept the updated Terms.

## 3. Eligibility

You must be at least 18 years old to use the Services or make a purchase. By using the Services, you represent and warrant that:

a. you are 18 years of age or older and able to enter into a binding contract;

b. the registration information you give Jet Play is truthful and accurate, and you will keep it up to date;

c. you are not barred from using the Services under the laws that apply to you, including the export and sanctions laws in Section 22; and

d. if you use the Services on behalf of a company or other organization, you have authority to bind it to these Terms, in which case "you" includes that organization.

## 4. Your account

You need an account to use most of the Services. You agree to provide current, complete and accurate information and to keep it up to date.

You are responsible for keeping your password, login details and API keys confidential, and for all activity under your account and keys. Notify us at support@ludo.ai straight away if you suspect unauthorized use of your account or keys. Jet Play is not liable for losses caused by someone else using your password or keys, except to the extent the loss is caused by Jet Play's own failure to take reasonable security measures.

An account is for one person. Do not share, sell or transfer your account. If your plan includes multiple seats, each seat is for one named person; the account owner is responsible for the people using its seats and for their compliance with these Terms, and Outputs created under the plan by any seat belong to the plan holder.

Suspension and termination of accounts are covered in Section 13.

## 5. Using the Services

### 5.1 License to use the Services

Provided you comply with these Terms, Jet Play grants you a limited, nonexclusive, nontransferable, nonsublicensable, revocable license to access and use the Services for your personal or business purposes:

a. through a generally available web browser or mobile device; and

b. through the developer tools Jet Play publishes for that purpose, namely the CLI, the MCP server, the API and the Unity plugin, used as described in their documentation (the "Developer Tools").

### 5.2 Developer Tools

Which plans include the Developer Tools is shown at ludo.ai/pricing. The Developer Tools require an API key or login issued to your account. Every generation requested through the Developer Tools draws credits, on every plan, including actions that do not draw credits in the web app. Rate, volume and concurrency limits for the Developer Tools are set out in their documentation and in Section 7.1. We may change, version or retire Developer Tools endpoints and commands, and will try to announce changes that break existing integrations in advance in the documentation or changelog.

### 5.3 Open-source components

Some components, such as the Ludo CLI's Asset Toolbox, are distributed under an open-source license (for example, the MIT License). For those components, the open-source license governs your use of that code. These Terms govern your use of the hosted Services.

### 5.4 Ownership of the Services

The Services, including their software, models, interfaces, website content, documentation, and the Ludo and Jet Play names and logos, are owned by Jet Play and its licensors and are protected by copyright, trademark and other laws. Except for the license in Section 5.1, these Terms grant you no rights in the Services. You may not copy, modify, distribute, frame, scrape, republish, sell or resell the Services or any part of them, except as these Terms expressly allow. This Section does not apply to your Outputs, which are governed by Section 6.

## 6. Your content: inputs and outputs

### 6.1 Definitions

"Inputs" means anything you provide to the Services, including prompts, text, images, audio, video, 3D models, reference files, game design documents and ideation inputs. "Outputs" means the assets and other results the Services generate for you, including sprites, sprite sheets, images, animations, 3D models, audio, video, text and documents. Inputs and Outputs together are "Your Content".

### 6.2 Your Inputs

As between you and Jet Play, you keep all rights you have in your Inputs. You confirm that you own your Inputs or have all rights needed to use them with the Services.

### 6.3 You own your Outputs

As between you and Jet Play, you own the Outputs generated through your account, and Jet Play hereby assigns to you any right, title and interest it may have in them. You may use, modify, copy, distribute, sell, sublicense and otherwise exploit your Outputs for any purpose, personal or commercial, including in games and other products you sell and by reselling or redistributing them to your own customers. This applies on every plan, including the free plan. No attribution, royalty or revenue share is owed to Jet Play. Your ownership continues after your subscription ends or your account is closed; Section 12 explains when stored copies are deleted, so download anything you want to keep.

### 6.4 What ownership does not cover

a. **Similar outputs.** Generative AI can produce similar or identical results for different users. Your ownership does not extend to Outputs generated independently by other users, and their Outputs are not yours.
b. **Third-party rights.** If your Inputs include material owned by someone else, such as characters, artwork, logos, music, trademarks, or a real person's voice or likeness, owning the Output does not give you rights in that material. You are responsible for obtaining any permissions you need.
c. **Legal protection.** Whether AI-generated material can be protected by copyright or other intellectual property rights varies by country and may be limited or unavailable. Jet Play does not promise that any Output is protectable, registrable, unique or free of third-party claims.

d. **Jet Play's materials.** Example assets that Jet Play shows on the Sites or in the Services, and Jet Play's names and logos, remain Jet Play's. Using a Jet Play preset, style or template to generate an Output does not limit your ownership of that Output.

### 6.5 What Jet Play may do with Your Content

You grant Jet Play a nonexclusive, worldwide, royalty-free license to host, store, copy, process, transmit and display Your Content as needed to provide, maintain, secure and support the Services for you, to develop and improve the Services as described in Section 6.7, to prevent abuse, and to comply with law. This includes processing by service providers, such as hosting and AI model providers, acting on Jet Play's behalf. This license ends when Your Content is deleted under Section 12, except for copies Jet Play must keep by law and backup copies awaiting scheduled deletion. Deleting Your Content does not require Jet Play to retrain or remove models or features already developed under Section 6.7.

### 6.6 Private by default

Your Content is private to your account and to anyone you share it with through features of your plan. Jet Play does not publish Your Content in any public gallery, showcase, case study or marketing without your explicit permission. Jet Play personnel access Your Content only to provide support you request, to investigate abuse or security incidents, to develop and improve the Services as described in Section 6.7, or to comply with law.

### 6.7 How Your Content helps improve Ludo

Jet Play may use Your Content, including your Outputs and information about how you use them, to develop and improve the Services, including by training and evaluating models. Jet Play does not use Your Content to train AI models in a way that would make your creative work available to other users.

Where Jet Play uses third-party AI model providers to produce your Outputs, Your Content is sent to and processed by those providers under their own terms.

### 6.8 Your responsibility

You are responsible for Your Content and for how you use your Outputs, including reviewing them before you use or publish them. Jet Play may remove or block content that violates Section 7.

## 7. Acceptable use

You must comply with these Terms and all applicable laws, including intellectual property, data protection, privacy and export control laws; upload only material you own or have the rights to use; keep your login details and API keys confidential; and tell us promptly if you become aware of illegal or unauthorized activity or a security breach involving your account.

You may not use the Services in any way that:

a. is unlawful;

b. infringes or misappropriates anyone's rights, including by uploading material you do not have the rights to, or by imitating a real person's voice or likeness without their consent;

c. could damage, disable, overburden or impair any Jet Play server or network connected to it;

d. could interfere with any other party's use and enjoyment of the Services;

e. collects or aggregates information about other users;

f. gains or attempts to gain unauthorized access to any part of the Services, other users' accounts, or connected systems or networks, by hacking, password mining or any other means;

g. reverse engineers, decompiles or disassembles any part of the Services, except where the law or an open-source license under Section 5.3 expressly allows it;

h. accesses the Services by automated means other than the Developer Tools, including any script, bot, crawler, agent or other program that submits requests to the Services' internal or undocumented programming interfaces, or that otherwise generates, queues or retrieves Outputs other than through a generally available web browser or mobile device under Section 5.1(a) or the Developer Tools under Section 5.1(b);

i. circumvents, or attempts to circumvent, any limit Jet Play applies under Section 7.1, including by spreading activity across multiple accounts; or

j. generates, uploads, posts, shares or transmits sexually explicit, obscene, pornographic or otherwise indecent content ("NSFW Content"), including nude or sexually suggestive images or graphics, sexually explicit animations or video, and prompts, descriptions or metadata intended to generate or promote NSFW Content. Jet Play has zero tolerance for child sexual abuse material: any discovery will be reported to law enforcement and will result in permanent account termination and deletion of all associated data.

Jet Play may remove any content, and suspend any account, that it reasonably determines violates the law, infringes anyone's rights, or breaches these Terms.

### 7.1 Fair use and service capacity

Generation capacity is a shared resource. Where a plan is described as including unlimited generations, "unlimited" means unrestricted interactive use by a single human user through a web browser or mobile device under Section 5.1(a), and does not entitle you to unrestricted volume, rate or concurrency. Jet Play may set and enforce reasonable limits on the rate, volume and concurrency of requests made through your account, and may queue, delay or refuse requests that exceed those limits or that, in Jet Play's reasonable judgment, degrade the Services for other users. Jet Play may change these limits at any time. Enforcement of a limit under this Section is a permitted operation of the Services rather than a failure to provide them, and does not entitle you to any refund or credit.

## 8. Plans, billing and renewal

### 8.1 Plans and prices

Ludo offers a free plan, paid subscriptions billed monthly or annually, and Enterprise plans. The features, credit allowances and prices of each plan are those shown at ludo.ai/pricing or in the Services when you buy. Prices are in US dollars unless shown otherwise and do not include taxes, which you are responsible for paying.

### 8.2 Payment

Payments are processed by Jet Play's payment provider. You authorize Jet Play and its payment provider to charge your chosen payment method for all fees you incur, and you represent that you are authorized to use that payment method. You agree to keep your billing information current.

### 8.3 Automatic renewal

**Paid subscriptions renew automatically** at the end of each billing period for a period of the same length, at the then-current price for your plan, and are charged to your payment method on the renewal date, until you cancel. Before each annual renewal, we send a reminder to the email address on your account.

### 8.4 Price changes

We will tell you at least thirty (30) days before a price change applies to your subscription. The new price applies from your first renewal after that notice period. If you do not want to pay the new price, cancel before that renewal.

### 8.5 Cancelling

You can cancel a subscription at any time from Billing in your account settings, without deleting your account. Cancellation takes effect at the end of your current billing period: you keep access to your plan and its credits until then, and you will not be charged again. Cancelling does not refund the current period, except as Section 10 provides.

### 8.6 Pausing

Where your plan offers it, you can pause your subscription from Billing for the length of time shown there, and extend a pause as the Services allow, up to the maximum shown. While a subscription is paused, you are not charged, no new plan credits are added, top-ups are unavailable, and your existing credits stay in your account and do not expire. **A paused subscription resumes automatically on the resume date shown in Billing, and billing restarts on that date** at the then-current price for your plan. We send a reminder to the email address on your account before the resume date. You can resume early or cancel at any time during a pause.

### 8.7 Reminders

Renewal and resume reminders are sent as a courtesy. A subscription renews or resumes on the date shown in Billing even if a reminder does not reach you, for example because it was filtered as spam, except where applicable law requires otherwise.

### 8.8 Failed payments

If a payment fails, we may retry it and will email you. If payment is still not received, your subscription may end. Section 9.4 explains what happens to your credits.

### 8.9 Changing plans

You can upgrade or downgrade from Billing. How a change is charged, prorated and timed is shown in the Services before you confirm it.

### 8.10 Payment disputes

If you believe you were charged in error, contact support@ludo.ai before disputing the charge with your bank or card issuer; most issues can be fixed faster that way. If you dispute a charge, Jet Play may suspend your account while the dispute is open and may provide your account and usage records to the payment provider.

### 8.11 Third-party charges

Your internet, mobile data and other connection charges, and any fees charged by third-party websites or services you reach through the Services, are your responsibility and are not included in any Jet Play fee.

## 9. Credits

### 9.1 What credits are

Credits pay for generations. The credit cost of each action is shown in the Services and, for the Developer Tools, in their documentation. Costs may change; a change does not affect credits already charged for a generation in progress.

### 9.2 No cash value

Credits have no cash value, are not your property, and cannot be sold, transferred, exchanged for money or moved to another account, except where the Services provide a way to do so.

### 9.3 Rollover

Unused credits roll over from month to month for as long as your subscription is active or paused.

### 9.4 After a subscription ends

When a subscription ends, whether you cancelled it or a payment failed, your remaining credits stay available for thirty (30) days after the end date. If you subscribe again within those 30 days, you keep them. Credits still unused 30 days after the subscription ended are removed and are not refundable.

### 9.5 Top-ups

Credit top-ups, including automatic top-ups, are available on paid plans. They are one-time purchases, are non-refundable once the credits have been added to your account, and are subject to Section 9.4.

### 9.6 Actions that do not draw credits

Some plans include web app actions that do not draw credits. Those actions are subject to Section 7.1. Generations through the Developer Tools always draw credits (Section 5.2).

### 9.7 Failed generations

Credits charged for a generation that fails to complete are returned to your account.

### 9.8 Free plan and granted credits

The free plan's credit allowance, and whether it resets, is shown in the Services and may change. Credits that Jet Play grants outside a purchase, for example as a promotion or goodwill gesture, follow any conditions communicated when they are granted; if we tell you in writing that granted credits do not expire, that statement applies.

## 10. Refunds

Ludo's products are digital and delivered instantly, so refunds are available only as described in this Section. We encourage you to try the free plan before buying: it gives access to Ludo's core features so you can judge whether the results suit your needs.

### 10.1 Annual subscriptions

You may request a refund of an annual subscription within thirty (30) days of the purchase date, provided your account has used fewer than 250 credits on the Indie plan, or fewer than 1,000 credits on the Pro or Studio plan, since that purchase. If approved, the refund is the total you paid minus one month at the plan's monthly price, for the service already provided. Once 30 days have passed or the credit threshold has been reached, the purchase is final.

### 10.2 Monthly subscriptions

Monthly subscriptions are non-refundable. You can cancel at any time to stop future charges, and your access continues until the end of the current billing period (Section 8.5).

### 10.3 Credit top-ups

Credit top-ups are non-refundable once the credits have been added to your account (Section 9.5).

### 10.4 When refunds are not available

Refunds are not given:

a. because generated results did not meet your expectations. Generative AI output varies, and by subscribing you accept that variability;

b. for the enforcement of a limit under Section 7.1;

c. when Jet Play suspends or terminates your account because you breached these Terms; or

d. for unused time or unused credits after you cancel, except as Section 10.1 provides.

### 10.5 How to request a refund

Email support@ludo.ai with your account email address, the order number or purchase date, and why you believe the purchase qualifies under this Section. We review the account's activity and usage and reply within five (5) business days. Approved refunds are processed within ten (10) business days to the original payment method; your bank or card issuer may take longer to show them.

### 10.6 Discretionary refunds

Jet Play may, at its sole discretion, offer a refund, partial refund or credits in a case this Section does not cover. Doing so in one case does not create an obligation to do so again.

### 10.7 Your legal rights

Nothing in this Section limits any right you have under consumer protection laws that cannot be excluded by contract, including any statutory right to withdraw from a purchase.

## 11. Communications

Service messages, such as receipts, renewal and resume reminders, payment notices, security alerts and notices of changes to these Terms, are part of the Services and are sent for as long as you have an account.

If you subscribe to marketing emails, you can unsubscribe at any time using the link in any marketing email or in your account settings, without closing your account.

## 12. Privacy and data retention

### 12.1 Privacy Policy

Jet Play handles personal information as described in the Privacy Policy at https://ludo.ai/privacy-policies, which forms part of these Terms.

### 12.2 While your plan is active

Your Content stays available in your account while your plan is active or paused.

### 12.3 After your plan ends

When a paid plan ends, whether you cancelled it or a payment failed, your account data, including your Inputs and Outputs stored in the Services, is deleted three (3) months after the plan ends. Download anything you want to keep before then. If you subscribe again before the deletion date, your data is kept.

### 12.4 Free accounts

If your account has never had a paid plan, your account data, including your Inputs and Outputs stored in the Services, is deleted three (3) months after the account was created. Download anything you want to keep before then. If you subscribe to a paid plan before that date, your data is kept, and Section 12.3 applies when that plan ends.

### 12.5 Deleting your account

You can delete your account at any time from your account settings. Deleting your account ends any subscription and deletes Your Content, except records Jet Play must keep by law (such as billing records) and backup copies, which are deleted on Jet Play's normal backup schedule.

### 12.6 Security

Jet Play uses reasonable technical and organizational measures to protect your account and Your Content. No system is completely secure, so Jet Play cannot guarantee that the Services will never be accessed without authorization, and we recommend you keep your own copies of anything important.

## 13. Ending these Terms

### 13.1 By you

You can stop using the Services at any time. To end these Terms, cancel any subscription (Section 8.5) and delete your account (Section 12.5), or email support@ludo.ai and we will do it for you.

### 13.2 By Jet Play

Jet Play may suspend or terminate your account, with notice where reasonably possible, if you breach these Terms, if required by law, in cases of fraud or abuse of payment disputes, or to protect the Services or other users. Jet Play may also end the Services or your account for any other reason by giving you at least thirty (30) days' notice; in that case, Jet Play will refund the unused, prepaid portion of any paid subscription, pro rata.

### 13.3 What happens next

When these Terms end, your right to access the Services ends. Your Content is deleted as described in Section 12. Outputs you have downloaded remain yours under Section 6.3. No refund is given when Jet Play terminates your account for breach of these Terms.

### 13.4 Survival

Sections 5.4, 6.3, 6.4, 8.10, 10 (for requests already made), 13, 16, 17, 18, 19, 20, 21, 22 and 23 survive the end of these Terms.

## 14. Changes to the Services

Jet Play continually improves the Services and may add, change or remove features, models, tools and plans. We will try to give reasonable notice of changes that significantly reduce what a paid plan includes. Except as Section 13.2 provides, Jet Play is not liable for any change to the Services.

## 15. Third-party services and links

The Sites and Services may link to or integrate with third-party websites, products and services, such as game engines, AI assistants and payment providers ("Third-Party Services"). Jet Play does not control and is not responsible for Third-Party Services, their content, their privacy practices or any transaction between you and them. A link or integration is not an endorsement. Your use of a Third-Party Service is at your own risk and is governed by its own terms, and any dispute with a Third-Party Service is between you and that third party.

## 16. Disclaimers

YOUR USE OF THE SITES AND SERVICES IS AT YOUR SOLE RISK. THE SITES, SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE SUCH WARRANTIES CANNOT BE EXCLUDED BY LAW.

OUTPUTS ARE GENERATED AUTOMATICALLY BY AI MODELS. THEY MAY BE INACCURATE, UNEXPECTED, INCOMPLETE, SIMILAR TO OTHER CONTENT, OR UNSUITABLE FOR YOUR PURPOSE, AND YOU SHOULD REVIEW THEM BEFORE USE. JET PLAY DOES NOT WARRANT THAT ANY OUTPUT IS UNIQUE OR FREE OF THIRD-PARTY RIGHTS.

JET PLAY DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR PLACE, OR WILL HAVE ADEQUATE CAPACITY, OR THAT THEY WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR STATEMENT FROM JET PLAY OR ITS REPRESENTATIVES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. DOCUMENTS AND GRAPHICS PUBLISHED ON THE SITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

## 17. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER JET PLAY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, LICENSORS, AGENTS OR SUBCONTRACTORS (THE "JET PLAY PARTIES") WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, USE OR DATA, ARISING OUT OF OR RELATING TO THE SITES, THE SERVICES, OUTPUTS OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY, EVEN IF JET PLAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE JET PLAY PARTIES FOR ALL CLAIMS RELATING TO THE SITES, THE SERVICES, OUTPUTS OR THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID TO JET PLAY FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE ONE (1) MONTH BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN THOSE JURISDICTIONS, THE JET PLAY PARTIES' LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## 18. Indemnity

You agree to defend, indemnify and hold harmless Jet Play and its directors, officers, employees, agents, stockholders, licensors and affiliates from all claims, losses, costs and expenses, including reasonable attorneys' fees, arising out of:

a. your Inputs;

b. your use of Outputs, including combining them with other material;

c. your breach of these Terms, or a breach by anyone using your account or API keys; or

d. your violation of any law or of any third party's rights.

## 19. Intellectual property complaints

If you believe content on the Sites or Services infringes your copyright or other rights, email support@ludo.ai with: your contact details; a description of the work or right you claim is infringed; where the content appears; a statement that you believe in good faith the use is not authorized; and a statement, under penalty of perjury, that your notice is accurate and that you are the rights holder or authorized to act for them. Jet Play may remove or disable access to the content and will terminate the accounts of repeat infringers in appropriate cases.

## 20. Feedback and unsolicited ideas

Jet Play does not accept or consider unsolicited ideas for new promotions, products, technologies or processes. If you nonetheless send Jet Play feedback, suggestions or ideas about its products, whether by email, through support, in surveys or in community channels ("Feedback"), Feedback is non-confidential

and you grant Jet Play a perpetual, worldwide, royalty-free, sublicensable and transferable license to use it for any purpose without payment to you.

**This Section does not apply to Your Content.** Inputs you submit to generate Outputs, and the Outputs themselves, are governed by Section 6.

## 21. Governing law and disputes

These Terms and any dispute arising from or relating to them or the Services are governed by the laws of the State of Washington, without regard to conflict-of-laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods. You submit to the exclusive jurisdiction of the federal and state courts located in Seattle, Washington, and waive any objection to personal jurisdiction there. If you are a consumer, this Section does not deprive you of the protection of mandatory laws of the country where you live, or of any right you have under those laws to bring a claim in your local courts.

## 22. Export controls

You agree to comply with all applicable export control and sanctions laws. You may not use, export or re-export the Services, or upload to them any data or software, in violation of those laws, including into any country subject to a U.S. embargo, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List. You represent that you are not located in, under the control of, or a national or resident of any such country, and are not on any such list.

## 23. General

**Assignment.** Jet Play may assign these Terms in connection with a merger, acquisition or sale of all or part of its business. You may not assign or transfer these Terms without Jet Play's prior written consent.

**Notices.** Jet Play may give you notices by email to the address on your account, in the Services or by posting on the Sites. You can give Jet Play notice by email to support@ludo.ai.

**Force majeure.** Jet Play is not liable for any delay or failure caused by events beyond its reasonable control, including outages of hosting or AI model providers.

**Waiver.** A failure to enforce any provision is not a waiver of it.

**Severability.** If any provision is held invalid or unenforceable, it is replaced by a valid provision that most closely matches its intent, and the rest of these Terms remains in effect.

**Entire agreement.** These Terms, including the documents they incorporate, are the entire agreement between you and Jet Play about their subject matter and replace all prior versions and communications on it, subject to any separate signed agreement under Section 1.

**No third-party beneficiaries.** These Terms do not give rights to anyone other than you and Jet Play.

**Headings, language and records.** Headings are for convenience only. These Terms are written in English; if a translation conflicts with the English version, the English version prevails. A printed version of these Terms and of any notice given electronically is admissible in judicial or administrative

proceedings to the same extent as other business records.

## 24. Notice for California users

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, by telephone at (800) 952-5210, or at https://www.dca.ca.gov.

## 25. Contact

Questions about these Terms, your account, billing or refunds: support@ludo.ai. Privacy questions: privacy@ludo.ai.

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