

AMPLIFY AI CONSUMER TERMS OF SERVICE

Welcome to Amplify AI

Last Updated: October 30, 2025

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE.

By clicking “I Accept,” creating an account, or using the Amplify AI service (the “Service”), you (“You” or “User”) agree to be bound by these Terms of Service (“Terms” or “Agreement”). These Terms constitute a legally binding agreement between you and CR8.io, Inc. (“CR8,” “we,” “us,” or “our”). These Terms become effective on the date you first accept them or use the Service (“Effective Date”).

Preliminary Statement

This Agreement governs your access to and use of the Amplify AI CREATOR platform and related services. This Agreement sets forth the legally binding terms and conditions that govern your use of the Service. By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to all the terms and conditions of this Agreement, you may not access or use the Service.

Table of Contents

1. [Key Terms and Definitions](#)
2. [License Grant and Restrictions](#)
3. [Subscription and Payment Terms](#)
4. [Token Usage, Allocation and Measurement](#)
5. [Acceptable Use and Service Restrictions](#)
6. [AI Features, Limitations, and Disclaimers](#)
7. [Data Ownership, Privacy, and Security](#)
8. [Termination and Cancellation Rights](#)
9. [Representations, Warranties, and Liability Limitations](#)
10. [General Legal Provisions](#)
11. [Contact Information](#)

1. Key Terms and Definitions

The following definitions shall apply throughout this Agreement:

- **“Service”** means the Amplify AI CREATOR platform, including all software, technology, applications, features, functionality, interfaces, content, and materials accessible through the platform, as may be updated, modified, or enhanced from time to time.

- **“You” or “User”** means the individual consumer accepting these Terms and using the Service in their personal capacity.
- **“CR8,” “we,” “us,” or “our”** means CR8.io, Inc., a corporation organized under the laws of Delaware, and the provider of the Amplify AI CREATOR Service.
- **“Tokens”** are units of measurement that quantify how much text our AI processes. Both text inputs (prompts, instructions, and uploaded content) and outputs (generated responses) count toward your monthly token allowance as further described in Section 4.
- **“Subscription Period”** means the period of time for which you have purchased access to the Service, as specified in your subscription plan, including any renewal periods unless terminated in accordance with this Agreement.
- **“AI” or “LLM”** means artificial intelligence or large language model technology used in the Service, including third-party AI systems that may be incorporated into or accessed through the Service.
- **“Documentation”** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics, and use of the Service, as may be provided or made available by CR8 to you, whether in written or electronic form, including all modifications, updates, upgrades thereto and derivative works thereof.
- **“Usage Data”** means data collected by CR8 pertaining to your interaction with the Service which includes, but is not limited to, performance metrics, usage statistics, and other measures of your use of the Service and its operation. Usage Data does not include your Personal Data.
- **“Personal Data”** means any information relating to an identified or identifiable natural person as defined under applicable privacy laws, including but not limited to the California Consumer Privacy Act and other applicable state and federal privacy legislation.
- **“Intellectual Property Rights”** means all rights in and to any copyright, trademark, service mark, patent, trade secret, moral right, right of publicity, or other intellectual property right recognized in any jurisdiction worldwide.
- **“Prohibited Content”** means any content that: (i) is illegal under any applicable law; (ii) violates any third-party rights including, but not limited to, privacy, intellectual property rights and trade secrets; (iii) contains false, misleading, or deceptive statements, depictions, or practices; (iv) contains Malicious Code; or (v) is otherwise objectionable to CR8 in its sole, but reasonable, discretion.
- **“Customer Data”** means all data provided by you in connection with or by means of the Service, including any Personal Data as that term is defined under the DPA or as otherwise set under applicable laws. Notwithstanding anything to the contrary in this Agreement, Customer Data does not include Usage Data.

2. License Grant and Restrictions

2.1 License Grant

Subject to the terms and conditions of this Agreement and your payment of all applicable fees, CR8 hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to use the Service solely for your personal purposes, in accordance with the Documentation, this Agreement, and any usage limitations associated with your subscription plan.

2.2 Age Requirement

You hereby represent and warrant that you are at least 18 years of age. By accessing or using the Service, you affirm that you are at least eighteen (18) years old. CR8 reserves the right to request proof of age at any time and may, in its sole discretion, suspend or terminate your account without prior notice if CR8 determines, in its reasonable judgment, that you are under 18 years of age.

2.3 Geographic Restrictions

The Service is designed and intended for use solely within the United States of America and may not be appropriate or available for use in other locations. You hereby expressly acknowledge and agree that you shall not:

- (a) Access or use the Service from any location outside the United States;
- (b) Submit, upload, or provide to the Service any personally identifiable information relating to any individual who is not a United States person or resident;
- (c) Use the Service except in full compliance with all applicable United States export control laws and regulations.

You shall be solely responsible for implementing appropriate technical and administrative measures to ensure compliance with these geographic and data restrictions, and shall indemnify and hold harmless CR8 for any claims, damages, liabilities, costs, and expenses arising from violations of this subsection.

Neither the Service nor any underlying information or technology may be accessed or used: (i) by any individual or entity in any country to which the United States has embargoed goods; or (ii) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.

3. Subscription and Payment Terms

3.1 Subscription Plans

CR8 offers various subscription plans that provide different levels of access to the Service. Current pricing and plan details for Amplify AI CREATOR are available on our website. CR8

reserves the right to modify the features, functionality, and limitations of each subscription plan from time to time, provided that such modifications shall not materially decrease the overall functionality of the Service during your current Subscription Period.

3.2 Payment Terms

Your subscription will be automatically charged to your payment method on file at the beginning of each billing cycle. All prices are stated in United States dollars and include applicable taxes unless otherwise specified. By subscribing to the Service, you expressly authorize CR8 to charge the payment method you provide for all subscription fees and any other amounts payable under this Agreement. You represent and warrant that you have the legal right to use any payment method(s) you provide in connection with your account.

3.3 Late Payments and Taxes

Any amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full. You shall be responsible for all applicable sales, use, value-added, and other taxes, fees, and charges (other than taxes on CR8's net income) that may be assessed on the provision of the Service.

3.4 Price Changes

CR8 may change the fees for the Service with at least thirty (30) days' advance notice to you. If CR8 increases the fees for your subscription plan during your Subscription Period, such fee increase shall become effective upon your next renewal. Your continued use of the Service after the fee change becomes effective constitutes your agreement to pay the changed amount.

3.5 Cancellation and Refunds

You may cancel your subscription at any time through your account settings or by contacting customer support. For monthly subscriptions, cancellation will take effect at the end of your current billing cycle. Unless otherwise required by applicable law, all payments are non-refundable, and CR8 does not provide refunds or credits for partial subscription periods or unused service.

4. Token Usage, Allocation and Measurement

4.1 Token System Explained

Tokens serve as the unit of measurement for computational resources consumed through the Service. Token consumption occurs for both input text (prompts, instructions, and uploaded content) and output text (generated responses). The number of tokens consumed for a particular operation depends on the length and complexity of the text processed.

4.2 Monthly Allocation

Each Amplify AI CREATOR subscription includes a predetermined monthly token allocation. Your standard monthly allocation consists of:

- (a) Combined Input Tokens: Six hundred fifty thousand (650,000) tokens per month
- (b) Combined Output Tokens: Two hundred eight thousand seven hundred fifty (208,750) tokens per month

CR8 reserves the right to modify the allocation methodology or token distribution between tiers with thirty (30) days' advance written notice to you.

4.3 Token Measurement

Token consumption is measured and reported by the applicable third-party LLM providers (including, but not limited to, OpenAI, Anthropic, and Mistral). You hereby acknowledge and agree that token counts are determined by these third-party LLM providers and may vary between different models and providers. CR8 does not guarantee the accuracy of token counting methodologies employed by third-party providers but will make commercially reasonable efforts to ensure fair and consistent measurement.

4.4 Token Renewal and Expiration

Your token allocation refreshes automatically on the first day of each billing cycle corresponding to your Subscription Period. For the avoidance of doubt, unused tokens do not roll over or accumulate from one billing period to the next. Any unused tokens shall expire at the end of the applicable billing period without any right to refund, credit, or compensation.

4.5 Overages

In the event your usage exceeds the allocated tokens during any billing period:

- (a) Overage charges will automatically apply at the then-current token cost plus a fifty percent (50%) markup;
- (b) Overage charges will be calculated at the end of each billing cycle and included in the following month's bill;
- (c) CR8 shall provide you with monthly usage reports detailing token consumption and any applicable overage charges;
- (d) You will receive electronic notifications when your usage approaches eighty percent (80%) of your allocation;
- (e) All pricing, including token costs and overage rates, are subject to change with thirty (30) days written notice to you.

You hereby acknowledge and agree that you are responsible for monitoring your token usage and for any overage charges incurred as a result of exceeding your allocated tokens.

5. Acceptable Use and Service Restrictions

5.1 Acceptable Use

You shall use the Service solely for your own personal purposes and in accordance with this Agreement, the Documentation, and all applicable laws and regulations. You shall be solely responsible for all activities conducted through your account.

5.2 Service Restrictions

When using the Service, you shall not, and shall not attempt to:

- (a) Share, distribute, sublicense, or transfer your account or access credentials with or to any third party;
- (b) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service, except to the extent such restriction is prohibited by applicable law;
- (c) Modify, translate, or create derivative works based on the Service;
- (d) Access or use the Service for the purpose of building a competitive product or service;
- (e) Use the Service in any manner that could damage, disable, overburden, or impair CR8's servers or networks, or interfere with any other party's use and enjoyment of the Service;
- (f) Attempt to gain unauthorized access to the Service, user accounts, computer systems, or networks through hacking, password mining, or any other means;
- (g) Use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index any portion of the Service;
- (h) Transmit any viruses, worms, defects, Trojan horses, or other items of a destructive nature through the Service;
- (i) Use the Service in any way that violates applicable local, state, national, or international law or regulation;
- (j) Use the Service to infringe the Intellectual Property Rights of others;
- (k) Use the Service to transmit or generate any prohibited content, including but not limited to, content that:
 - (l) Is illegal, obscene, threatening, defamatory, or invasive of privacy;
 - (ii) Promotes violence, discrimination, or illegal activities;

- (iii) Contains child exploitation materials or promotes harm to minors;
- (iv) Constitutes unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” or any other form of solicitation; or
- (v) Contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software or hardware.

The foregoing restrictions shall be inapplicable to the extent prohibited by applicable law.

5.3 Service Updates

The Service is an online, subscription-based product, and CR8 may update it regularly to improve features and functionality. CR8 reserves the right to modify, enhance, or discontinue any aspect of the Service at any time, provided that such modifications shall not materially decrease the overall functionality of the Service during your current Subscription Period. CR8 shall use commercially reasonable efforts to provide advance notice of any material changes to the Service.

5.4 Beta Features

CR8 may, from time to time, offer beta, preview, or experimental features for testing and evaluation purposes. These beta features:

- (a) Are provided on an “as is” and “as available” basis;
- (b) May contain errors, defects, bugs, or inaccuracies;
- (c) May be modified, suspended, or discontinued at any time without prior notice;
- (d) Are not covered by CR8’s Support services;
- (e) Are provided “AS IS” without warranty of any kind, whether express, implied, statutory, or otherwise.

CR8 may immediately and without notice remove Beta Features for any reason without liability to you. CR8 shall have no liability arising out of or in connection with your use of any beta features.

5.5 Technical Requirements

You are responsible for obtaining and maintaining all equipment, services, and software needed to access and use the Service, including but not limited to internet connectivity, computer hardware, operating systems, and web browsers. CR8 does not guarantee that the Service will operate with all equipment or software configurations.

6. AI Features, Limitations, and Disclaimers

6.1 Third-Party AI Technology

The Service incorporates or interoperates with large language models (LLMs) and other AI technologies provided by third parties such as OpenAI, Anthropic, and Mistral. You hereby acknowledge and agree that:

- (a) When you use the Service, your inputs may be processed by these third-party services to generate responses;
- (b) CR8 does not develop, own, or control the LLMs used in conjunction with the Service;
- (c) Third-party AI technologies are governed by their respective terms and licenses;
- (d) CR8 disclaims all responsibility and liability for the functionality, content, accuracy, or performance of any such third-party AI technologies.

CR8 does not control the operation, availability, content, or outputs of these third-party LLMs.

6.2 AI Limitations and Disclaimers

IMPORTANT NOTICE REGARDING AI TECHNOLOGY: The AI features of this Service:

- (a) May sometimes provide inaccurate, incomplete, or inappropriate responses;
- (b) Are not guaranteed to be error-free, uninterrupted, or to meet your specific needs, expectations, or legal, regulatory, or compliance obligations;
- (c) Process information based on patterns in their training data and may reflect biases, prejudices, or limitations present in that data;
- (d) May occasionally generate content that appears authoritative but is actually incorrect, misleading, or unreliable;
- (e) Use emerging technology that is rapidly evolving and may produce outputs that are inaccurate, offensive, or otherwise not designed to meet your specific requirements;
- (f) May generate output that is not unique, and the Service may generate the same or similar output for other users.

Due to the nature of artificial intelligence and machine learning technology, output may not be unique, and the Service may generate the same or similar output for other users. CR8 does not guarantee the generation of output by any AI functionality in the Service.

CR8 shall have no liability arising out of or in connection with any inaccurate, inappropriate, offensive, or otherwise problematic content generated by the AI features of the Service.

6.3 Your Responsibility for AI Use

You hereby acknowledge and agree that you are solely responsible for:

- (a) Developing your own policies on the appropriate use of these AI technologies;
- (b) Providing transparency and notices and obtaining all necessary consents required by applicable laws;
- (c) Implementing sufficient human oversight and review when using the AI features of the Service;
- (d) Evaluating and determining the appropriateness of using the Service for your intended purpose; and
- (e) Ensuring your use of AI-generated content complies with all applicable laws and regulations.

6.4 Professional Advice Warning

CONTENT GENERATED BY THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL ADVICE. Under no circumstances should you rely on AI-generated content for legal, financial, medical, professional, or other advice requiring specialized expertise, knowledge, or certification. You hereby acknowledge and agree that CR8 is not providing any professional services or advice through the Service, and you should always consult with qualified professionals in the relevant field for advice in these areas.

6.5 Fair Use of Content

You shall be solely responsible for ensuring that your use of the Service, including any content generated through it, complies with applicable copyright and intellectual property laws, including fair use principles. CR8 does not guarantee that content generated by the Service will not infringe third-party intellectual property rights. You hereby acknowledge that you bear sole responsibility for verifying the originality and lawful use of any content generated through the Service.

6.6 Amplify Service Origin

You acknowledge that the Service is licensed by CR8.io, Inc. from Vanderbilt University and made available pursuant to the terms of the open-source MIT License. Nothing in this Agreement grants you any rights to the underlying intellectual property licensed from Vanderbilt University beyond the limited license to use the Service as set forth herein.

7. Data Ownership, Privacy, and Security

7.1 Your Content

You retain all right, title, and interest in and to any information, text, data, and content you submit to the Service ("Your Content"). By using the Service, you hereby grant CR8 a worldwide, non-exclusive, royalty-free license during the Subscription Period to process Your Content as necessary to provide the Service to you, including to transmit Your Content to third-party AI providers as required for the operation of the Service.

7.2 Data Privacy and Processing

CR8 shall process all your data for the purposes set forth in these Terms and in accordance with our Data Processing Agreement ("DPA"). The DPA describes how we collect, use, disclose, and otherwise process your Personal Data and is incorporated into this Agreement by reference. The DPA is available at

<https://242782525.fs1.hubspotusercontent-na2.net/hubfs/242782525/CR8%20Data%20Processing%20Addendum.pdf>. By using the Service, you expressly consent to CR8's data collection and processing practices as outlined in the DPA. You further acknowledge that the DPA may be updated from time to time, and you agree to review it periodically.

In the event of any conflict between the terms of this Agreement and the DPA with respect to the processing of Personal Data, the terms of the DPA shall control. When using the Service, content inputs provided to the Service may be processed by third-party LLMs in order to generate outputs, but CR8 will take commercially reasonable measures to ensure that your Personal Data is not retained by such third parties for training purposes. CR8 shall not disclose Customer Data to third-party LLM providers for the purpose of training, improving, or developing their LLMs.

7.3 Data Security

CR8 shall implement and maintain commercially reasonable physical, technical, and administrative safeguards designed to protect your data in accordance with our Security Protocols. These measures shall be designed to protect against unauthorized access, alteration, disclosure, or destruction of your data. Notwithstanding the foregoing, you acknowledge that no method of transmission over the internet or method of electronic storage is 100% secure. You agree that CR8 is not responsible for any interception or transmission of your data that occurs outside of CR8's reasonable control.

You are responsible for: (a) Maintaining the confidentiality of your account credentials; (b) Restricting access to your account; (c) Ensuring that your activities with the Service comply with this Agreement; and (d) Promptly notifying CR8 if you discover or reasonably suspect any security breaches related to your account or the Service.

7.4 Usage Data

CR8 may collect and analyze Usage Data about your interaction with the Service for the purposes of improving and developing our offerings, troubleshooting technical issues, providing support services, enhancing the user experience, and other legitimate business purposes. Usage Data is collected in an aggregated and anonymized form and is subject to our Privacy Policy. CR8 shall own all right, title, and interest in and to the Usage Data and all intellectual property rights therein.

7.5 Feedback

If you provide any comments, suggestions, recommendations, or other feedback regarding the Service ("Feedback"), you hereby grant CR8 a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use, reproduce, modify, create derivative works from, distribute, perform, display, and otherwise exploit such Feedback for any purpose, without any obligation to you. CR8 shall have the unrestricted right to use and disclose such Feedback in any manner and for any purpose whatsoever without compensation or attribution to you.

8. Termination and Cancellation Rights

8.1 How to Cancel

You may cancel your subscription at any time through your account settings or by contacting customer support at support@cr8.io. Cancellation requests must be submitted in accordance with the procedures specified on the Service or as otherwise instructed by CR8.

8.2 CR8's Right to Suspend or Terminate

Notwithstanding anything to the contrary in this Agreement, CR8 may suspend or terminate your access to the Service immediately and without prior notice if:

- (a) You violate or breach any term or condition of this Agreement;
- (b) You use the Service in a manner that poses a security risk, could harm other users, or could adversely impact the Service;
- (c) You have provided false or misleading information in connection with your account;
- (d) You fail to pay any fees, charges, or other amounts owed to CR8 when due (after CR8 has provided ten (10) days' written notice of such failure to pay);
- (e) Your use of the Service threatens the security, integrity, or availability of the Service;
- (f) CR8 has reason to believe that you are using the Service for fraudulent or illegal activities;
- (g) CR8 is required to do so by law, legal process, or governmental authority; or
- (h) CR8 determines, in its sole discretion, that providing the Service to you is prohibited by applicable law or has become impractical or unfeasible for any legal, regulatory, or business reason.

8.3 Effect of Termination

Upon any cancellation or termination of this Agreement:

- (a) The license granted to you under this Agreement shall immediately terminate;

- (b) You will no longer have access to the Service;
- (c) You shall immediately cease all use of the Service;
- (d) CR8 shall delete your data within thirty (30) days of your written request;
- (e) CR8 may retain your data as required by applicable law or regulation or as described in our Privacy Policy;
- (f) Any amounts owed by you to CR8 under this Agreement shall become immediately due and payable; and
- (g) Sections that by their nature should survive termination shall survive, including but not limited to provisions relating to payment obligations, intellectual property, warranty disclaimers, limitations of liability, and dispute resolution.

8.4 Refunds Upon Termination

If CR8 terminates your access to the Service due to your violation of this Agreement or any other reason set forth in Section 8.2, you shall not be entitled to any refund of prepaid fees. If you terminate for CR8's material breach of these Terms, which breach remains uncured after thirty (30) days' written notice, CR8 shall provide a pro-rated refund for any prepaid but unused portion of your current subscription period.

9. Representations, Warranties, and Liability Limitations

9.1 Your Representations and Warranties

You represent and warrant that:

- (a) You have the legal capacity and authority to enter into this Agreement;
- (b) You are at least eighteen (18) years of age;
- (c) You are entitled to transfer all data you submit to CR8 and that such transfer does not violate any applicable law, regulation, contractual obligation, or third-party rights;
- (d) You have all rights necessary to grant CR8 the licenses set forth in these Terms;
- (e) You will not transmit any Prohibited Content to CR8 through the Service;
- (f) Your use of the Service will comply with all applicable laws, regulations, and third-party rights; and
- (g) You will not use the Service in any manner that would violate this Agreement.

9.2 Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CR8 HEREBY DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

CR8 DOES NOT WARRANT THAT THE SERVICE OR BETA FEATURES: (I) ARE ERROR-FREE; (II) WILL PERFORM UNINTERRUPTED; OR (III) WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CR8, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR:

- (a) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF CR8 HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNT PAID BY YOU TO CR8 FOR THE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9.4 Additional Liability Exclusions

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CR8 SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR LOSSES ARISING FROM:

- (a) YOUR USE OF THE SERVICE IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR THE DOCUMENTATION;
- (b) ACTIONS TAKEN BY CR8 AT YOUR DIRECTION OR REQUEST;
- (c) YOUR FAILURE TO USE UPDATED OR MODIFIED VERSIONS OF THE SERVICE MADE AVAILABLE BY CR8;
- (d) YOUR COMBINATION OF THE SERVICE WITH HARDWARE, SOFTWARE, OR OTHER TECHNOLOGY NOT PROVIDED BY CR8;

- (e) THIRD-PARTY PRODUCTS, SERVICES, HARDWARE, SOFTWARE, OR OTHER TECHNOLOGY;
- (f) CONTENT GENERATED BY AI THAT IS INACCURATE, INAPPROPRIATE, OFFENSIVE, OR OTHERWISE PROBLEMATIC; OR
- (g) FACTORS OUTSIDE OF CR8'S REASONABLE CONTROL.

9.5 Third-Party Applications

The Service may integrate with third-party products, services, tools, or applications that are not owned or controlled by CR8 ("Third-Party Applications"). CR8 does not license or endorse any Third-Party Applications. These Terms do not apply to such Third-Party Applications, including your use of them. Third-Party Applications may have their own terms and conditions that apply to your use of those services.

CR8 MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, AND HAS NO LIABILITY OR OBLIGATION OF ANY KIND RELATED TO, ANY THIRD-PARTY APPLICATIONS YOU USE. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY THIRD-PARTY APPLICATIONS, AND YOU HEREBY WAIVE ANY CLAIM AGAINST CR8 WITH RESPECT TO SUCH THIRD-PARTY APPLICATIONS.

10. General Legal Provisions

10.1 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Davidson County, Nashville, Tennessee, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

10.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be attempted to be resolved through good faith negotiations between the parties. If such dispute cannot be settled through negotiation, either party may initiate litigation subject to Section 10.1 above.

10.3 Changes to Terms

CR8 reserves the right to update or modify these Terms at any time and from time to time with or without prior notice. CR8 will provide notice of material changes to this Agreement by posting the revised Terms on the Service with a new "Last Updated" date, by sending an email to the email address associated with your account, or by any other means CR8 deems appropriate. Your continued use of the Service after such changes take effect constitutes your acceptance of the revised Terms.

10.4 Entire Agreement

This Agreement, including the Privacy Policy, DPA, and any other documents incorporated by reference herein, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

10.5 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.6 Assignment

You may not assign, sublicense, delegate, or otherwise transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of CR8. Any attempt by you to assign this Agreement without CR8's prior written consent shall be null and void. CR8 may assign this Agreement in whole or in part at any time without your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

10.7 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control, including, but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks. For clarification, events caused by a party's own action are not Force Majeure Events.

10.8 No Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver under this Agreement shall be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

10.9 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party has the authority to bind the other or to incur any obligation on behalf of the other.

10.10 Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.11 Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

10.12 Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures or acceptances (including clicking “I Accept”) shall be deemed to be binding originals.

11. Contact Information

If you have questions about these Terms or need to contact us for any reason, please email us at:

Email: support@cr8.io

BY USING AMPLIFY AI CREATOR, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.