

TAINMENT+ TERMS OF SERVICE

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INTRODUCTION

Welcome to Tainment+, a demonstration chatbot that showcases entertainment features, shopping recommendations, expert advice, subscription models, and premium features. These Terms of Service (“Terms”) govern your access to and use of the Tainment+ chatbot service, including any associated websites, applications, and content (collectively, the “Service”).

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. Please read these Terms carefully before using Tainment+.

1. USER RIGHTS AND OBLIGATIONS

1.1 Eligibility

You must be at least 13 years of age to use the Service. If you are under 18 years of age, you must have the consent of a parent or legal guardian to use the Service.

1.2 Account Registration

To access certain features of the Service, you may need to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

1.3 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

1.4 Prohibited Conduct

When using the Service, you agree not to:

- Use the Service for any illegal purpose or in violation of any applicable laws
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity
- Interfere with or disrupt the Service or servers or networks connected to the Service
- Attempt to gain unauthorized access to any portion of the Service
- Use the Service to transmit any viruses, malware, or other harmful code
- Collect or store personal data about other users without their consent
- Use the Service to generate content that is discriminatory, offensive, illegal, or inappropriate
- Engage in any activity that could disable, overburden, or impair the proper functioning of the Service
- Use automated methods to access or interact with the Service unless explicitly permitted

1.5 User Content

You retain ownership of any content you submit to the Service (“User Content”). By submitting User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute such User Content in connection with providing and promoting the Service.

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent and warrant that you own or have the necessary rights to your User Content and that it does not violate these Terms or infringe upon the rights of any third party.

2. SUBSCRIPTION TERMS

2.1 Subscription Tiers

Tainment+ offers the following subscription tiers:

Basic Tier (Free)

- Limited daily interactions
- Basic shopping recommendations
- Access to public entertainment features

- Ad-supported experience

Premium Tier (\$9.99/month)

- Unlimited interactions
- Advanced shopping features
- Ad-free experience
- Exclusive entertainment content
- Priority support

Pro Tier (\$19.99/month)

- All Premium features
- Expert consultation access
- Advanced analytics
- Early access to new features
- VIP support

2.2 Billing and Payment

If you choose a paid subscription tier, you agree to pay all fees associated with your selected plan. All payments are processed through our third-party payment processors. By providing payment information, you represent that you are authorized to use the payment method and agree to the terms of the payment processor.

2.3 Subscription Term and Renewal

Paid subscriptions automatically renew at the end of each billing period unless canceled before the renewal date. You can cancel your subscription at any time through your account settings or by contacting customer support.

2.4 Refunds

Refunds are provided at our discretion. Generally, no refunds are provided for partial subscription periods or for subscriptions canceled after renewal.

2.5 Price Changes

We reserve the right to change subscription prices at any time. We will notify you of any price changes before they take effect. If you do not agree to the price change, you may cancel your subscription before the price change takes effect.

2.6 Free Trial

We may offer free trials of paid subscription tiers. At the end of the trial period, your subscription will automatically convert to a paid subscription unless you cancel before the trial ends.

3. CONTENT POLICIES

3.1 Service Content

The Service provides various types of content, including but not limited to entertainment features, shopping recommendations, and expert advice. This content is provided for demonstration and informational purposes only.

3.2 Accuracy of Information

While we strive to provide accurate and up-to-date information, we do not warrant that the content provided through the Service is accurate, complete, reliable, or error-free. The content may include technical inaccuracies or typographical errors.

3.3 Entertainment Content

Entertainment content provided through the Service, including jokes, stories, games, and other interactive features, is intended for entertainment purposes only. This content may not be suitable for all users and is provided without any warranties.

3.4 Shopping Recommendations

Shopping recommendations provided through the Service are for demonstration purposes and do not constitute endorsements of any products or services. We are not responsible for the accuracy, quality, safety, or legality of any products or services recommended through the Service.

3.5 Expert Advice

Any expert advice provided through the Service is for demonstration and informational purposes only. It does not constitute professional advice or recommendations. You should not rely solely on information provided through the Service to make important decisions.

3.6 Third-Party Content

The Service may include links to third-party websites, applications, or content. We are not responsible for the content, policies, or practices of any third-party services. Your interactions with third-party services are solely between you and the third party.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Service

The Service, including all content, features, and functionality, is owned by us or our licensors and is protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

4.2 License to Use Service

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for personal, non-commercial purposes.

4.3 Restrictions

You may not:

- Copy, modify, or create derivative works based on the Service
- Reverse engineer, decompile, or disassemble any portion of the Service
- Remove any copyright, trademark, or other proprietary notices from the Service
- Use the Service for any commercial purpose without our prior written consent
- License, sell, rent, lease, transfer, assign, or otherwise commercially exploit the Service

4.4 Feedback

If you provide any feedback, suggestions, or ideas regarding the Service, you grant us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use such feedback in any way.

5. LIMITATION OF LIABILITY

5.1 Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

5.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE.

5.3 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US FOR THE SERVICE IN THE PAST TWELVE MONTHS OR \$100, WHICHEVER IS GREATER.

5.4 Exclusions

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6. TERMINATION POLICIES

6.1 Term

These Terms will remain in effect until terminated by either you or us.

6.2 Termination by You

You may terminate these Terms at any time by:

- Canceling your subscription through your account settings
- Deleting your account
- Discontinuing use of the Service

6.3 Termination by Us

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including, without limitation, if you breach these Terms. Upon termination, your right to use the Service will immediately cease.

6.4 Effects of Termination

Upon termination of these Terms:

- Your license to use the Service will terminate
- Your account and access to the Service will be disabled
- You will not be entitled to any refunds for any unused portion of a subscription
- Sections of these Terms that, by their nature, should survive termination will survive termination

7. DISPUTE RESOLUTION

7.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.2 Informal Dispute Resolution

Before filing a claim against us, you agree to try to resolve the dispute informally by contacting us. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or we may proceed with filing a formal claim.

7.3 Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The number of arbitrators shall be one, the seat of the arbitration shall be San Francisco, California, and the arbitral proceedings shall be conducted in English.

7.4 Class Action Waiver

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

7.5 Small Claims Court

Notwithstanding the foregoing, either party may bring an individual action in small claims court.

8. CHANGES TO TERMS

8.1 Modifications to Terms

We reserve the right to modify these Terms at any time. If we make material changes to these Terms, we will notify you by email or by posting a notice on our website prior to the changes becoming effective.

8.2 Your Continued Use

Your continued use of the Service after the effective date of any changes constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Service.

8.3 Previous Versions

We will make previous versions of the Terms available upon request.

9. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Email: support@tainmentplus.com

Postal Address:

Tainment+ Support
123 Entertainment Avenue
Suite 456
San Francisco, CA 94105
United States

10. ADDITIONAL PROVISIONS

10.1 Entire Agreement

These Terms constitute the entire agreement between you and us regarding the Service and supersede all prior agreements and understandings, whether written or oral.

10.2 Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our authorized representative.

10.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

10.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. We may freely assign or transfer these Terms without restriction.

10.5 Force Majeure

We will not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

10.6 Notices

Any notices or other communications provided by us under these Terms will be given by posting to the Service or via email to the address you provide to us. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

By using the Tainment+ Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.