Declaration Prohibiting Unauthorized Use of Personal Likeness, Voice, Behavioral Data, and Related Attributes for Artificial Intelligence and Digital Replication Purposes

Effective Date: January 30, 2026

Declarants:
Tristan Leighton
Date of Birth: February 2, 1999
Principal Place of Business: Leighton Dynamica (as CEO & Founder)
Online Presence: https://linktr.ee/tristanleighton
Associated Entities: Leighton Avant-Garde Haus, "Leighton Dynamica"
(https://linktr.ee/leightondynamica)

This Declaration is issued by Tristan Leighton ("Declarant") to assert and protect rights over personal attributes, data, and intellectual property against unauthorized use in artificial intelligence ("AI") systems, machine learning models, digital twins, or any similar technologies. This document incorporates by reference the existing legal frameworks in the associated GitHub repository, including but not limited to license.md (outlining intellectual property ownership and DMCA enforcement), ai.terms (governing AI program participation, ethical use, IP rights, and prohibitions on developing competing models or illegal content), privacy (data protection provisions), and terms (Master Subscription Agreement). These frameworks are extended herein to personal attributes as defined below.

This Declaration is intended to be effective and enforceable to the maximum extent permitted under applicable laws in all jurisdictions worldwide, including but not limited to United States federal and state laws (e.g., the NO FAKES Act, California Civil Code § 3344.1 as amended by AB 1836 and AB 2602, Tennessee's ELVIS Act, New York's Civil Rights Law as amended by S.8882 and S.8391, Illinois Digital Voice and Likeness Protection Act), European Union regulations (e.g., General Data Protection Regulation (GDPR) for personal data processing), and international treaties (e.g., Berne Convention for copyright, WIPO Copyright Treaty). Any use of the Declarant's personal attributes in violation of this Declaration shall constitute a breach of contract, infringement of rights of publicity, privacy violation, and/or misappropriation, subject to legal remedies including injunctions, damages, and penalties.

Section 1: Definitions
1.1 Personal Attributes: Includes, but is not limited to, the Declarant's name, pseudonym(s), likeness, image, photograph, voice, signature, facial features, biometric data (e.g., Face ID or equivalent), voice patterns (e.g., Voice ID or equivalent), behavioral models (e.g., mannerisms,

gestures, speech patterns, or any data derived from interactions), personal brand, and any digital representations or derivatives thereof.

1.2 Prohibited Uses: Any reproduction, duplication, modification, distribution, transmission, display, performance, or other exploitation of Personal Attributes for:
- Training, fine-tuning, or developing AI models, machine learning algorithms, large language models, generative AI systems, or similar technologies.
- Creating, generating, or deploying digital twins, avatars, replicas, deepfakes, synthetic media, or any virtual representation that simulates or mimics the Declarant.
- Multilateral content creation, virtual livestreams, audiovisual works, sound recordings, or any expressive or commercial applications without explicit prior written consent.
- Any other AI-related purpose that involves copying, analyzing, or deriving from Personal Attributes, including but not limited to data scraping, ingestion into datasets, or use in neural networks.

1.3 Authorized Use: Solely those uses explicitly permitted in writing by the Declarant or through enforceable agreements incorporating this Declaration.

Section 2: Prohibition on Unauthorized Use
2.1 The Declarant hereby strictly prohibits and reserves all rights against any Prohibited Uses of Personal Attributes by any person, entity, platform, or technology provider, whether for commercial, non-commercial, research, or any other purpose.

2.2 No license, implied or otherwise, is granted for Prohibited Uses. Any access to or interaction with the Declarant's content, data, or online presence (e.g., via websites, social media, Linktree profiles, or GitHub repositories) does not confer rights to use Personal Attributes in AI systems.

2.3 Providers of AI technologies, including but not limited to developers, deployers, platforms, and users, are expressly forbidden from:
- Using Personal Attributes as input data for AI training or generation.
- Creating synthetic replicas of the Declarant's voice, likeness, or behavior without consent.
- Distributing or making available any AI-generated content derived from Personal Attributes.

2.4 This prohibition extends to posthumous uses, requiring consent from the Declarant's heirs, estate, or designated representatives for any digital replicas after death, in accordance with applicable laws such as California's AB 1836 and New York's S.8391.

Section 3: Enforcement and Remedies
3.1 Violation of this Declaration shall entitle the Declarant to seek all available remedies, including but not limited to:

- Injunctive relief to cease and desist unauthorized uses.
- Compensatory damages, statutory damages (e.g., up to $5,000 per violation under certain state laws), punitive damages, and attorney's fees.
- Criminal penalties where applicable (e.g., under the NO FAKES Act or state deepfake laws).
- Reporting to regulatory bodies for violations of data protection laws (e.g., GDPR fines).

3.2 Any contract or agreement involving the Declarant or associated entities must incorporate this Declaration by reference. Vague or unfair terms permitting AI uses without explicit consent are unenforceable, per laws such as California's AB 2602.

3.3 The Declarant reserves the right to monitor, detect, and pursue actions against unauthorized uses, including through technological means or third-party services.

Section 4: Governing Law and Jurisdiction
4.1 This Declaration shall be governed by the laws of the State of California, without regard to conflict of laws principles, to the extent consistent with federal law (e.g., NO FAKES Act). For international matters, it invokes the broadest protections under applicable jurisdictions.

4.2 Any disputes arising from this Declaration shall be resolved in the courts of San Francisco County, California, or federal courts with jurisdiction, with the Declarant entitled to worldwide enforcement.

Section 5: Severability and Amendments
5.1 If any provision is held invalid, the remainder shall remain in effect.

5.2 Amendments must be in writing and signed by the Declarant.

Acknowledgment
By accessing, using, or interacting with any content or data associated with the Declarant, you acknowledge and agree to abide by this Declaration.

Signed:
/s/ Tristan Leighton
Leighton Avant-Garde Haus
Date: January 30, 2026

Document Approval

January 27, 2026

Prepared by:
RYBAK.NATALIE.
1229438960

_____

N. Rybak

IE/Architecture and Engineering
CS/Architecture and Capability Oversight, DoD ICAM Lead

_____

Approval By:
RANKS.PETER.THOMAS.12
84616665

_____

Peter T. Ranks

Deputy Chief Information Officer for Information Enterprise
Department of War, Office of the Chief Information Officer

_____

John W. Wilmer III

Deputy Chief Information Officer of Cyber Security
Department of War, Office of the Chief Information Officer

022639923

Leighton Dynamica

202-709-6841