SCRIPTKAI TERMS OF SERVICE

Effective Date: February 16, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SCRIPTKAI SERVICE. BY CREATING AN ACCOUNT, SUBSCRIBING TO, ACCESSING, OR USING THE SERVICE IN ANY MANNER, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE ("TERMS" OR "AGREEMENT"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

These Terms constitute a legally binding agreement between you ("User," "you," or "your") and ScriptKai, owned and operated by Kaiden Creagh ("Company," "we," "us," or "our"). The Service includes our website, software platform, artificial intelligence models, algorithms, proprietary technology, and all related services for script breakdown and analysis.

1. DEFINITIONS

- **"Service"** means the ScriptKai platform, including all software, websites, applications, artificial intelligence models, algorithms, APIs, user interfaces, databases, proprietary code, and all related services and technology.
- **"Content"** means scripts, documents, files, data, or any other materials uploaded by you to the Service.
- **"Output"** means the breakdown reports, analyses, or other results generated by our Service based on your Content.
- **"Platform Technology"** means our proprietary software code, artificial intelligence models, machine learning algorithms, processing methods, system architecture, user interface design, databases, and all other intellectual property embodied in the Service.
- **"Subscription"** means your paid access to the Service under one of our subscription tiers.

2. LICENSE GRANT AND RESTRICTIONS

2.1 Limited License. Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service solely for your internal business purposes related to script breakdown and analysis.

2.2 License Restrictions. You expressly agree that you will NOT:

- Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Platform Technology, Service, or any component thereof;
- Attempt to discover, derive, or recreate the source code, algorithms, methods, or techniques embodied in the Service through any means including but not limited to observation, testing, examination, or analysis of inputs and outputs;
- Use the Service to develop, train, or improve any competing product, service, or artificial intelligence model;
- Remove, alter, or obscure any proprietary notices, labels, or marks from the Service;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Platform Technology to any third party;
- Use any automated system, including but not limited to "robots," "spiders," or "offline readers," to access, scrape, or extract data from the Service beyond what is reasonably necessary for your authorized use;
- Probe, scan, or test the vulnerability of the Service or breach any security or authentication measures;
- Circumvent, disable, or interfere with security-related features or features that prevent or restrict use or copying of any content or Platform Technology;
- Use the Service in any manner that could damage, disable, overburden, or impair our servers or networks;
- Frame or mirror any part of the Service without our prior written authorization;
- Use any device, software, or routine to interfere with the proper working of the Service;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Access the Service through any means other than the interfaces we provide;
- Modify the Service or make even minimal changes to create a derivative service, even if such changes are presented as "different" or "improved";

2.3 Anti-Circumvention. You acknowledge that any attempt to circumvent, avoid, bypass, remove, deactivate, or otherwise work around any technical protection measures, licensing mechanisms, or usage limitations in the Service violates these Terms and may violate applicable law, including the Digital Millennium Copyright Act (DMCA) and similar international laws.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Company Ownership. The Service, Platform Technology, and all worldwide intellectual property rights therein are the exclusive property of the Company and its licensors. This includes, without limitation:

- All software code (object code and source code), including but not limited to frontend code, backend code, API code, database schemas, and all related scripts;

- Artificial intelligence models, machine learning algorithms, neural networks, and training methodologies;
- User interface designs, layouts, workflows, and user experience patterns;
- System architecture, data processing methods, and technical specifications;
- Proprietary algorithms for script analysis, parsing, entity recognition, and breakdown generation;
- Databases, data structures, and data models;
- All trademarks, service marks, trade names, logos, domain names, and other brand features;
- All copyrights, patents, trade secrets, know-how, and any other intellectual property rights;

3.2 Reservation of Rights. All rights not expressly granted to you in these Terms are reserved by the Company and its licensors. No license or right is granted to you by implication, estoppel, or otherwise.

3.3 Your Content. You retain all intellectual property rights in your Content. By uploading Content to the Service, you grant us a limited license to process, analyze, and generate Outputs from your Content solely to provide the Service to you. We do not claim ownership of your scripts or creative works.

3.4 Outputs. Outputs generated by the Service are provided to you for your use. However, the methods, processes, and technology used to generate such Outputs remain our exclusive property.

3.5 Feedback. If you provide us with any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the Service ("Feedback"), you hereby assign to us all rights in such Feedback, and we may use such Feedback without any obligation or compensation to you.

4. SUBSCRIPTION AND PAYMENT

4.1 Subscription Tiers. The Service is available through monthly subscriptions at the following tiers: $15 CAD (Basic), $27 CAD (Pro), or $42 CAD (Premium), as may be updated from time to time.

4.2 Billing. Subscription fees are billed automatically on a monthly basis. By subscribing, you authorize us to charge your payment method on a recurring basis. All fees are in Canadian Dollars and are non-refundable except as required by law.

4.3 Price Changes. We reserve the right to change our pricing at any time. We will provide you with at least 30 days' notice of any price increase. Your continued use of the Service after the price increase goes into effect constitutes your acceptance of the new price.

4.4 Taxes. You are responsible for all applicable taxes, duties, and governmental charges.

4.5 Failed Payments. If any payment fails, we may suspend your access to the Service until payment is received. Continued non-payment may result in termination of your account.

5. ACCEPTABLE USE POLICY

5.1 Compliance with Laws. You agree to use the Service in compliance with all applicable local, provincial, national, and international laws and regulations.

5.2 Prohibited Uses. You agree NOT to use the Service to:

- Upload, process, or analyze Content that you do not have the legal right to use, including copyrighted scripts owned by others without proper authorization;
- Violate any third party's intellectual property, privacy, publicity, or other personal rights;
- Engage in or promote illegal activity;
- Distribute, publish, or facilitate the distribution of harmful, defamatory, obscene, or otherwise objectionable content;
- Harass, abuse, threaten, or intimidate any person;
- Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;
- Violate any applicable data protection laws or regulations;

5.3 Usage Monitoring. While we offer "unlimited" breakdowns within your subscription tier, we reserve the right to monitor usage patterns and may suspend or terminate access if we detect: (a) automated mass uploads; (b) usage patterns that strain our systems; (c) commercial resale or redistribution of our Service; or (d) any usage that violates these Terms.

6. DATA AND PRIVACY

6.1 Data Processing. We process your Content solely to provide the Service. We implement appropriate technical and organizational measures to protect your data.

6.2 Data Retention. We retain your Content and Outputs for as long as your account is active and for a reasonable period thereafter as necessary to provide you with access to your historical data. You may request deletion of your data at any time by contacting us.

6.3 Privacy Policy. Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

6.4 Data Security. We use commercially reasonable security measures to protect your data, but we cannot guarantee absolute security. You acknowledge and accept the inherent security risks of internet transmissions.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 NO 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.

7.2 AI Accuracy. The Service uses artificial intelligence to generate breakdowns. AI-generated outputs may contain errors, omissions, or inaccuracies. We make NO guarantee regarding the accuracy, completeness, reliability, or quality of any Output. You are solely responsible for reviewing, validating, and using Outputs at your own discretion and risk.

7.3 Service Availability. We do not guarantee that the Service will be uninterrupted, timely, secure, or error-free. We may modify, suspend, or discontinue the Service at any time without notice.

7.4 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE;
- OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED CANADIAN DOLLARS ($100 CAD), WHICHEVER IS GREATER;
- THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE;

7.5 Basis of the Bargain. You acknowledge that we have set our prices and entered into these Terms in reliance upon the limitations of liability set forth herein, which allocate the risk between us and form a basis of the bargain between the parties.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, costs, claims, and demands, including reasonable attorneys' fees, arising out of or related to: (a) your use of the Service; (b) your Content; (c) your violation of these Terms; (d) your violation of any law or regulation; or (e) your violation of any rights of any third party.

9. COPYRIGHT AND DMCA COMPLIANCE

9.1 Copyright Policy. We respect intellectual property rights and expect our users to do the same. You may not upload, process, or use any Content through the Service unless you own all rights to such Content or have obtained all necessary permissions.

9.2 DMCA Notice. If you believe that any Content on our Service infringes your copyright, please send a DMCA notice to support@scriptkai.com with: (a) identification of the copyrighted work; (b) identification of the infringing material; (c) your contact information; (d) a statement of good faith belief; (e) a statement of accuracy under penalty of perjury; and (f) your physical or electronic signature.

9.3 Repeat Infringers. We will terminate the accounts of users who are repeat copyright infringers.

10. TERM AND TERMINATION

10.1 Term. These Terms commence when you first access or use the Service and continue until terminated in accordance with this Section.

10.2 Termination by You. You may cancel your Subscription at any time through your account settings. Cancellation will be effective at the end of your current billing period.

10.3 Termination by Us. We may suspend or terminate your access to the Service immediately, without notice, for any reason, including but not limited to:

- Violation of these Terms;
- Non-payment of fees;
- Conduct that we believe may expose us or other users to legal liability;
- Conduct that may damage our reputation or goodwill;
- Suspected fraud or illegal activity;
- Excessive or abusive usage that strains our systems;

10.4 Effect of Termination. Upon termination: (a) your license to use the Service immediately terminates; (b) you must cease all use of the Service and Platform Technology; (c) we may delete your Content and Outputs; (d) you remain liable for all fees incurred prior to termination; and (e) Sections 3, 7, 8, 9, 11, and 13 shall survive termination.

11. MODIFICATIONS TO TERMS

We reserve the right to modify these Terms at any time. We will notify you of material changes by email or through the Service. Your continued use of the Service after such modifications constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Service and cancel your Subscription.

12. EXPORT CONTROL

The Service may be subject to export control laws and regulations. You agree to comply with all applicable export and re-export control laws and regulations. You represent that you are not located in a country subject to a comprehensive embargo by Canada or the United States, and that you are not a prohibited or restricted party under any applicable export control law.

13. GENERAL PROVISIONS

13.1 Governing Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any disputes arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the courts located in Vancouver, British Columbia.

13.2 Dispute Resolution. Before filing any lawsuit, you agree to first contact us at support@scriptkai.com to attempt to resolve the dispute informally. If we cannot resolve the dispute within 60 days, either party may initiate formal proceedings.

13.3 Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.4 Waiver. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

13.5 Assignment. You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction. Any attempted assignment in violation of this section is void.

13.6 Entire Agreement. These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and us regarding the Service and supersede all prior or contemporaneous communications and proposals.

13.7 Force Majeure. We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or interruption of internet connectivity.

13.8 Notice. All notices to you will be sent to the email address associated with your account. You must provide notice to us at support@scriptkai.com.

13.9 Independent Contractors. The parties are independent contractors. These Terms do not create any agency, partnership, joint venture, or employment relationship.

14. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, please contact:

ScriptKai

Email: support@scriptkai.com

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.