

Terms and Conditions

The agreement that governs your use of the Wishtales websites, applications and generative AI services.

EFFECTIVE DATE	LAST UPDATED	VERSION	APPLIES TO
13 October 2026	13 October 2026	2.0	All users worldwide

AT A GLANCE

- These Terms are a binding agreement between you and **Wishtales AI, Inc.**, a Delaware corporation headquartered in Palo Alto, California.
- You must be at least 18 years old, or the age of majority where you live, to create an account. Children may enjoy Wishtales only through a parent or guardian's account and under their supervision.
- You keep the rights in what you put in and, as between you and us, own what you generate, subject to these Terms and the rights of others.
- We do not use your private content to train our generative models unless you choose to allow it.
- AI generated content is labelled and may carry provenance markers. You must not remove them or present realistic synthetic content as authentic.
- Subscriptions renew automatically until cancelled. You can cancel online at any time, and our Cancellation and Refund Policy explains your refund rights.
- If you live in the United States, disputes are resolved by individual binding arbitration unless you opt out within 30 days (Section 21). Consumers elsewhere keep the protections of their local law.

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1. Agreement and Acceptance

1.1 These Terms and Conditions ("Terms") form a legally binding agreement between you and Wishtales AI, Inc. ("Wishtales", "we", "us" or "our") and govern your access to and use of the Services described in Section 4.

1.2 By creating an Account, clicking to accept, or accessing or using the Services, you confirm that you have read, understood and agree to these Terms and our Cancellation and Refund Policy, which forms part of this agreement, and that you have read our Privacy Policy, which explains how we handle personal data. If you do not agree, you must not use the Services.

1.3 If you use the Services on behalf of an organisation, you confirm that you have authority to bind that organisation, and "you" includes that organisation. A separate written agreement signed by Wishtales and your organisation prevails over these Terms to the extent of any conflict.

1.4 Additional terms may apply to particular features, promotions, creator programmes or preview releases. We will present those terms to you before you use the relevant feature, and they form part of these Terms.

1.5 We keep an electronic record of your acceptance of these Terms, including the version accepted and the date and time of acceptance, and you agree that this record is evidence of your agreement.

2. Definitions

In these Terms, the following words have the meanings below, whether used in the singular or the plural.

Term	Meaning
Account	Your registered Wishtales account.
Credits	Units that measure and pay for generation and processing activity on the Services, whether included in a Paid Plan or purchased separately.
Inputs	Any prompt, text, image, audio, video, voice sample, document, file or other material you submit to the Services.
Outputs	Content generated or returned by the Services in response to your Inputs, including stories, narration, images, animations, music and video.
Paid Plan	Any subscription, Credit pack or other paid offering.
Services	The Wishtales websites (including www.wishtales.ai), web applications, mobile applications for iOS and Android, application programming interfaces, generative models, and the related features, content and support we provide.
User Content	Inputs, Outputs and any other material you create, upload, publish or share using the Services, including comments and feedback.
Wishtales Materials	The Services and all software, models, model weights, algorithms, interfaces, designs, text, graphics, trademarks, logos and other material we provide, excluding User Content.
Wishtales Parties	Wishtales AI, Inc. and its affiliates, and their respective officers, directors, employees, agents, contractors, licensors and suppliers.

3. Eligibility and Accounts

3.1 Minimum age. You must be at least 18 years old, or the age of legal majority in your place of residence if higher, to create an Account or purchase a Paid Plan.

3.2 Children. Children under 18 may use the Services only through the Account of a parent or legal guardian and under that adult's direct supervision. The parent or guardian accepts these Terms on the child's behalf and is responsible for the child's activity, for any charges incurred and for ensuring that the child's use complies with these Terms. Children must not create their own Accounts, and the Services are not directed to children under 13. Where the law requires verifiable parental consent before we process a child's personal data, we obtain it from the parent or guardian as described in our Privacy Policy. If we learn that an Account belongs to a person under 18, we may close it and will delete the associated personal data as the law requires.

3.3 Account information and security. You must provide accurate information, keep it up to date and keep your credentials confidential. You are responsible for activity under your Account. Tell us promptly at support@wishtales.ai if you suspect unauthorised access. We recommend enabling multifactor authentication where it is available.

3.4 Personal use of Accounts. Accounts are personal and must not be sold, transferred or shared outside your household, except where a Paid Plan expressly permits additional users.

3.5 Sanctions. You confirm that you are not located in, or ordinarily resident in, a country or region subject to comprehensive United States sanctions, and that you are not named on any United States, United Kingdom, European Union or United Nations sanctions list.

4. The Services

4.1 What we provide. Wishtales provides generative artificial intelligence tools for storytelling, education, entertainment and content creation. Depending on your plan and region, the Services may combine language, illustration, voice narration, music, animation and video generation with editing and composition tools that let you arrange, refine and publish your work.

4.2 Models we use. The Services are powered by generative models developed by Wishtales and, where we choose, by carefully selected third party providers that process data on our behalf under contract. We remain responsible to you for the Services.

4.3 Preview Features. We may offer alpha, beta, preview or invitation only features ("Preview Features"). Preview Features are provided for evaluation, may change or be withdrawn at any time, may be less reliable than generally available features, and may be subject to additional confidentiality terms that you accept before access. Preview Features carry no warranty, support or data storage commitment.

4.4 Changes and availability. We continuously improve the Services and may add, change or remove features. If a change materially reduces a feature you pay for, we will give you reasonable advance notice and, where the law requires, the right to end your Paid Plan and receive a proportionate refund. We aim to keep the Services available but do not guarantee uninterrupted access, for example during maintenance, security incidents or events beyond our reasonable control.

4.5 Usage limits. Paid Plans and free access include limits on Credits, generation length, storage, request rates and concurrent jobs, as described on our pricing pages and within the Services. We may apply reasonable limits to protect the Services and other users.

4.6 Access by invitation. Some or all of the Services may be available only by invitation, through a waitlist or in limited cohorts. We may grant, limit, suspend or withdraw such access at our discretion, subject to your refund rights under our Cancellation and Refund Policy.

4.7 Platform API and enterprise use. Use of our application programming interfaces by platforms and enterprises is governed by separate written terms agreed with Wishtales, which prevail over these Terms for that use.

5. Subscriptions, Credits and Payments

5.1 Prices and taxes. Prices are shown before you buy and include, or clearly state, any applicable taxes such as sales tax, value added tax or goods and services tax. You authorise us, or our payment processor, to charge your selected payment method for all amounts due.

5.2 Automatic renewal. Subscriptions renew automatically at the end of each billing period, monthly or annual as you select, at the then current price, until you cancel. Before you buy, we clearly disclose the renewal terms, the amount and frequency of charges and how to cancel, and we ask for your express consent to automatic renewal. We send reminders before renewals and price changes where the law requires, including an annual reminder for annual plans.

5.3 Cancelling. You can cancel online at any time through the cancellation option in your account settings, in no more steps than it took to subscribe. Cancellation takes effect at the end of the current billing period unless you are entitled to, and request, an immediate cancellation with a refund.

5.4 Refunds. Your refund rights, including our 7 day cancellation window, the 14 day statutory right of withdrawal for consumers in the European Union, the European Economic Area and the United Kingdom, and our annual renewal refund, are set out in our Cancellation and Refund Policy.

5.5 Credits. Credits have no cash value, are not legal tender, and cannot be transferred or exchanged for money except where the law requires. Credits included in a subscription refresh each billing period and, unless your plan states otherwise, do not roll over. Purchased Credit packs remain available while your Account is active. Credits granted free of charge or as part of a promotion may expire as stated when they are granted.

5.6 Price changes. We will notify you of any price increase at least 30 days before it applies to you. If you do not agree, you may cancel before the new price takes effect.

5.7 App store purchases. If you buy through the Apple App Store or Google Play, the payment, renewal and refund terms of that store apply to the transaction, and you must manage or cancel the subscription through the store.

5.8 Failed payments. If a payment fails, we may retry the charge, suspend paid features or move your Account to a free tier after giving you notice.

5.9 Errors. We take care to display accurate prices and plan details. If we discover an obvious error in a price or description, we may correct it and cancel any affected order before the Services are provided, and we will refund any amount you paid for the cancelled order. Credits obtained through fraud, abuse or a technical error may be removed.

6. Your Content: Inputs and Outputs

6.1 Ownership. As between you and Wishtales, you retain all rights you hold in your Inputs. Subject to your compliance with these Terms, Wishtales assigns to you all of its right, title and interest, if any, in your Outputs.

6.2 Nature of AI Outputs. Because of how generative models work, Outputs may not be unique, and other users may receive similar outputs. Our assignment does not extend to outputs generated for others. The availability of copyright or other protection for AI generated material varies by country and may be limited where human creative contribution is minimal, so we make no promise that any Output is protectable.

6.3 Licence to operate the Services. You grant Wishtales a worldwide, nonexclusive, royalty free licence, for as long as your User Content is stored on the Services, to host, store, copy, process, adapt for technical purposes (such as formatting, compression or transcoding), display and transmit your User Content solely to provide, maintain, secure and support the Services for you, to comply with the law and to enforce these Terms. This licence extends to our service providers acting on our behalf.

6.4 Model training. We do not use your private Inputs or Outputs to train or fine tune our generative models unless you choose to allow it in your settings. You may change that choice at any time, with effect for future training. We never use your voice or likeness data, or content we know was created by or for a child, for model training. We may use aggregated and deidentified information about how the Services are used, which does not include the content of your work, to improve performance, safety and reliability.

6.5 Content you publish. If you choose to publish or share User Content with other users or the public through the Services, you also grant us and those users a licence to view, display, play and share that content within the Services, according to the visibility settings you select. With your prior permission, we may feature published content in Wishtales showcases and promotional channels, with attribution where practicable. You may withdraw that permission at any time, and we will stop new promotional uses within a reasonable time.

6.6 Your responsibilities. You are responsible for your User Content and for how you use Outputs. You confirm that you have all rights, licences and consents needed to submit your Inputs, including the permission of any identifiable person whose image, voice or likeness you use, and that your User Content and your use of it will not infringe any right or break any law.

6.7 Accuracy. Outputs are generated automatically and may be inaccurate, incomplete, biased or unsuitable for your purpose. Review Outputs before relying on or sharing them, particularly for educational, factual or professional use.

6.8 Moral rights. To the extent permitted by law, you waive, or agree not to assert, any moral rights in User Content that would prevent us from operating the Services under the licences above.

6.9 Copies. We take reasonable care to protect your User Content, but you are responsible for keeping copies of anything important to you.

7. Generative AI Transparency and Content Labelling

7.1 AI interaction. Where you interact with an AI system, such as a narrator, assistant or character, the Services make clear that you are interacting with AI, unless this is obvious from the context.

7.2 Provenance markers. To comply with laws including Article 50 of the EU Artificial Intelligence Act, the California AI Transparency Act and India's Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as amended in 2026, Outputs may carry visible labels and machine readable markers, such as embedded metadata, watermarks or content credentials, identifying them as AI generated and identifying the system that produced them.

7.3 Your obligations. You must not remove, alter, obscure or circumvent any label, watermark, metadata or other provenance marker. If you publish realistic image, audio or video content that depicts real people, objects, places or events, or that could reasonably be mistaken for authentic material, you must clearly disclose that it has been artificially generated or manipulated. Where the content is evidently artistic, creative, satirical or fictional, the disclosure may be made in a way that does not hamper the display or enjoyment of the work.

7.4 Declarations. Where the law requires, we may ask you to declare whether content you upload or publish is synthetically generated, and we may label it accordingly.

8. Acceptable Use Policy

You must not use the Services, or help anyone else use them, to:

- a. create, upload or share any content that sexualises minors, or any child sexual abuse material, in any form, including synthetic, animated or drawn material;
- b. create or share intimate or sexually explicit imagery of a real person without that person's consent, or any digital forgery of such imagery;
- c. impersonate any person or organisation, or create realistic depictions or voice clones of a real person without that person's consent or in a manner intended to deceive;
- d. create or spread content intended to mislead people about elections, public health, emergencies or other matters of public importance;
- e. harass, bully, threaten, defame or intimidate anyone, or promote violence, terrorism, self harm or hatred against people on the basis of protected characteristics;
- f. infringe or misappropriate any intellectual property, privacy, publicity or other right of any person;
- g. collect, process or disclose personal data about others without a lawful basis, or track or surveil individuals;
- h. obtain instructions or assistance for weapons capable of mass harm, malicious software, or any other activity that is illegal or poses a serious risk of harm;
- i. generate or distribute content that breaks applicable law, including advertising, consumer protection and export control law;
- j. use Outputs to make decisions that have legal or similarly significant effects on any individual, such as decisions about credit, employment, housing, insurance, education, legal or medical matters;
- k. present Outputs as created by a human where that would mislead anyone;
- l. use the Services in any situation where a failure could lead to death, personal injury or serious damage, such as emergencies, medical care or the operation of vehicles or machinery;
- m. circumvent safety filters, usage limits, access controls, payment requirements or provenance markers, or attempt prompt injection or other attacks on our systems;
- n. reverse engineer, decompile, disassemble or attempt to extract the source code, model weights, training data or underlying components of the Services, except to the extent the law expressly permits;

- o. access the Services through automated means such as scraping, crawling or bulk downloading, except through interfaces and within limits we expressly provide;
- p. use the Services or Outputs to develop or train a competing foundation model or generative AI service; or
- q. resell, sublicense or provide the Services to third parties except as a Paid Plan or written agreement expressly permits.

We may update this policy as risks evolve. Serious or repeated breaches may lead to suspension or termination under Section 17.

9. Child Safety

9.1 Zero tolerance. We have zero tolerance for child sexual exploitation and abuse. We use automated detection technology, including hash matching and classifiers, together with human review, to prevent, detect and remove such material.

9.2 Reporting to authorities. We report apparent child sexual abuse material to the National Center for Missing and Exploited Children (NCMEC) as United States law requires, and to other competent authorities where required, and we preserve related data as the law requires.

9.3 Supervision. Parents and guardians are responsible for supervising any use of the Services by a child through their Account. Our safety systems are designed to reduce harmful content, but no automated system is perfect, so please report anything inappropriate immediately.

10. Content Moderation, Reporting and Appeals

10.1 How we moderate. We review content and conduct to enforce these Terms and the law, using a combination of automated tools and human review. Actions we may take include restricting visibility, removing or disabling access to content, suspending monetisation, limiting features, and suspending or terminating Accounts. We apply these Terms diligently, objectively and proportionately, with due regard to the rights and legitimate interests of everyone involved, including freedom of expression.

10.2 Reporting. Anyone, with or without an Account, may report content they believe is illegal or in breach of these Terms, using the in product reporting tools or by emailing support@wishtales.ai. A report should explain why the content is illegal or harmful, identify where it is located (such as a link) and include the reporter's name and email address, except for reports of child sexual abuse material, which may be made anonymously. We confirm receipt and inform the reporter of our decision.

10.3 Statement of reasons. When we restrict your content or Account, we will tell you what we did, why, which rule or law applies, whether automated means were used, and how you can challenge the decision, unless the law prevents us from doing so.

10.4 Appeals. You may appeal a moderation decision within six months of being notified, by replying to the decision notice or by emailing support@wishtales.ai with the subject line "Appeal". Appeals are reviewed by a person who was not involved in the original decision, and we will reverse any decision we find was wrong.

10.5 Out of court dispute settlement. If you are in the European Union, you may also refer a moderation dispute to an out of court dispute settlement body certified under the Digital Services Act, and you may at any time pursue your rights before a court.

10.6 Point of contact. Our single point of contact for users, for the authorities of the Member States of the European Union, for the European Commission and for other regulators is support@wishtales.ai. We communicate in English.

10.7 No obligation to monitor. We are not obliged to monitor User Content and, to the extent permitted by law, we are not responsible for User Content or for the conduct of users. A decision to review, act on or leave any content in place does not make us responsible for that content.

11. Intimate Image Removal Requests

11.1 If an intimate image or video of you, including an AI generated depiction, has been shared on the Services without your consent, you or your authorised representative may ask us to remove it. You do not need an Account to make a request.

11.2 Send your request through the reporting tools or to support@wishtales.ai with the subject line "Intimate Image Removal Request", including: (a) your physical or electronic signature; (b) information sufficient for us to locate the content, such as a link; (c) a brief statement that you have a good faith belief that the depiction is not consensual, with any relevant information; and (d) your contact details.

11.3 We will remove the content, and make reasonable efforts to identify and remove known identical copies, as soon as possible and in any event within 48 hours of receiving a valid request, in line with the United States TAKE IT DOWN Act. We will keep you informed of the status of your request.

12. Copyright Complaints

12.1 We respect intellectual property rights and respond to notices of alleged infringement under the United States Digital Millennium Copyright Act (DMCA) and equivalent laws elsewhere.

12.2 To submit a notice, send our Copyright Agent: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the material claimed to be infringing and information reasonably sufficient for us to locate it; (d) your contact information; (e) a statement that you have a good faith belief that the use is not authorised by the copyright owner, its agent or the law; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorised to act on the owner's behalf.

12.3 Copyright Agent. Wishtales AI, Inc., Attention: Copyright Agent, 425 Sherman Avenue, Suite 310, Palo Alto, California 94306, United States; email support@wishtales.ai with the subject line "Copyright Notice".

12.4 If your content is removed in response to a notice and you believe this was a mistake or misidentification, you may send a counter notice containing the information required by 17 U.S.C. § 512(g)(3). We may restore the content unless the complaining party tells us, within the period the law provides, that it has filed a court action.

12.5 In appropriate circumstances, we terminate the Accounts of users who are repeat infringers.

13. Wishtales Intellectual Property

13.1 Ownership. Wishtales and its licensors own all right, title and interest in the Wishtales Materials. The Services are licensed, not sold. Except for the rights expressly granted in these Terms, no rights are granted to you by implication or otherwise. Wishtales owns all usage data and all aggregated or deidentified data derived from the operation of the Services, which does not include the content of your work.

13.2 Your licence. Subject to these Terms and payment of any applicable fees, we grant you a personal, limited, revocable, nonexclusive and nontransferable licence to access and use the Services for your personal use, or for your internal business use where your Paid Plan permits commercial use.

13.3 Restrictions. Except as these Terms or the law expressly permit, you must not copy, republish, sell, rent, sublicense, redistribute, frame or create derivative works of the Wishtales Materials.

13.4 Trademarks. "Wishtales", the Wishtales W logo and related names, logos and designs are trademarks of Wishtales AI, Inc. You may not use them without our prior written permission, except to refer accurately to the Services.

14. Feedback and Comments

If you send us ideas, suggestions or other feedback, you grant us a perpetual, irrevocable, worldwide and royalty free licence to use it without restriction or compensation to you. We are not obliged to use feedback. Comments you post publicly on the Services reflect your own views and not those of Wishtales, and we may moderate them under Section 10.

15. Third Party Services and Links

15.1 Third party services. The Services may link to or integrate third party websites, applications, sign in providers, payment processors or content. Their own terms and privacy policies govern your use of them, and we are not responsible for their content or practices.

15.2 Linking to us. You may link to the public pages of our website, provided that the link is fair, lawful and not misleading, does not suggest any partnership, approval or endorsement that does not exist, and does not frame our content. We may ask you to remove any link, and you must do so promptly.

16. Privacy and Cookies

Our Privacy Policy explains how we collect, use, share and protect personal data, including through cookies and similar technologies, and the rights you have. Where you process the personal data of others using the Services, you are responsible for complying with applicable data protection law.

17. Suspension and Termination

17.1 By you. You may stop using the Services and close your Account at any time in your account settings. Paid Plans continue until the end of the current billing period unless you are entitled to an earlier cancellation under our Cancellation and Refund Policy.

17.2 By us. We may suspend or terminate your access, in whole or in part, if you materially or repeatedly breach these Terms, if required by law or by a competent authority, if your use creates a risk of harm to others or to the Services, or if we discontinue the Services. Except where immediate action is necessary for safety, security or legal reasons, we will give you notice with a statement of reasons and, where appropriate, an opportunity to remedy the issue. We may also close Accounts that have been inactive for an extended period, as described in our Privacy Policy, after giving you advance notice.

17.3 Effect. On termination, your licence to use the Services ends. Where the law and safety allow, we will give you at least 30 days to download your User Content before we delete it in accordance with our Privacy Policy. If we discontinue the Services or terminate without cause, we will refund any prepaid fees for the unused period.

17.4 Survival. Sections 2, 6.2, 6.6, 6.8, 13, 14 and 18 to 27 survive termination, together with any accrued payment obligations.

18. Disclaimers

IMPORTANT

18.1 General. To the maximum extent permitted by law, the Services, Preview Features and all Outputs are provided “as is” and “as available”. Wishtales and the other Wishtales Parties disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, noninfringement and accuracy, and any warranty that the Services will be uninterrupted, error free or secure, that User Content will not be lost or altered, or that Outputs will be accurate, unique or suitable for your purpose.

18.2 AI Outputs. Outputs are produced automatically by AI models and are not reviewed by us before delivery. Similar Inputs may produce different Outputs, and Outputs may resemble existing works, people, places, brands or other material. We do not warrant that any Output is free of third party rights. You are solely responsible for reviewing Outputs and for obtaining any permission or clearance needed before you publish, distribute or commercialise them. Outputs may be inaccurate, incomplete or offensive, do not represent the views of Wishtales, and any reference in an Output to a third party product, service or person is not an endorsement.

18.3 No professional advice. Nothing in the Services or in any Output is legal, financial, medical, educational or other professional advice, and you should not rely on any Output as your sole source of truth or as a substitute for professional advice.

18.4 Performance statements. Performance figures, benchmarks, generation lengths, language counts, comparisons, demonstrations and examples on our websites and in our materials describe results achieved in our own testing under specific conditions. They are illustrative, are not a warranty or a promise of any result, and your results may vary with your Inputs, settings, plan, device and network.

18.5 Third parties. We are not responsible for third party websites, services, content, app stores or payment processors, or for the acts or omissions of other users.

18.6 Statutory rights. Nothing in this section affects rights that cannot be excluded by law, including the consumer guarantees under the Australian Consumer Law and the statutory rights of consumers in the European Union, the United Kingdom and India.

19. Limitation of Liability

IMPORTANT

19.1 To the maximum extent permitted by law, the Wishtales Parties will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, for any loss of profits, revenue, data, content, goodwill, reputation or business opportunity, for emotional distress, or for any damage arising from unauthorised access to or alteration of your data, malicious software, outages or the conduct of third parties, arising out of or relating to these Terms or the Services, even if advised of the possibility of such damages.

19.2 To the maximum extent permitted by law, the total liability of all Wishtales Parties together, for all claims arising out of or relating to these Terms or the Services, is limited to the greater of (a) the amounts you paid to Wishtales for the Services in the 12 months before the event giving rise to the claim and (b) USD 100.

19.3 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for gross negligence or wilful misconduct, or for any other liability that cannot be limited or excluded by law. If you are a consumer in the European Union, the European Economic Area or the United Kingdom, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill.

19.4 To the extent permitted by law, the limitations in this section apply to all claims, whether in contract, tort (including negligence), statute or otherwise, apply even if a limited remedy fails of its essential purpose, and reflect an agreed allocation of risk that forms an essential basis of the bargain between you and Wishtales.

19.5 To the extent permitted by law, no Wishtales Party other than Wishtales AI, Inc. has any personal liability to you under or in connection with these Terms or the Services, and you agree to bring any claim only against Wishtales AI, Inc.

20. Indemnity and Release

20.1 Indemnity. To the extent permitted by law, you will defend, indemnify and hold harmless the Wishtales Parties from and against third party claims, and the related losses, liabilities, damages, costs and reasonable legal fees, arising out of your User Content, your use or publication of Outputs, your breach of these Terms or the law, or any dispute between you and another user or third party. We may assume the exclusive defence and control of any matter for which you must indemnify us, and you will cooperate with our defence. This section does not apply to consumers in any jurisdiction where such an indemnity is not enforceable against consumers.

20.2 Release. To the extent permitted by law, you release the Wishtales Parties from claims arising out of disputes between you and other users or third parties. If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

21. Arbitration for United States Users

PLEASE READ CAREFULLY

This section affects your legal rights, including your right to go to court and to take part in a class action. It applies only if you live in the United States. You may opt out under Section 21.6.

21.1 Informal resolution first. Before starting any formal proceeding, you and Wishtales agree to try to resolve any dispute informally for at least 60 days. Send a written notice describing the dispute and the relief sought to support@wishtales.ai with the subject line "Notice of Dispute". Wishtales will send any notice to the email address associated with your Account. Any statute of limitation is paused while this informal process is under way.

21.2 Binding arbitration. If the dispute is not resolved informally, you and Wishtales agree that any dispute, claim or controversy arising out of or relating to these Terms or the Services will be resolved by final and binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, except as stated below. The Federal Arbitration Act governs this section. The arbitrator decides all issues, including the scope and enforceability of this section, except that a court decides questions about the class action waiver in Section 21.4.

21.3 Procedure and costs. The arbitration will take place by video conference or in the county where you live, unless both parties agree otherwise. For claims of USD 10,000 or less, Wishtales will pay all AAA filing, administration and arbitrator fees, unless the arbitrator finds the claim frivolous. Each party bears its own legal fees unless the law or the arbitrator provides otherwise. The arbitrator will be a retired judge or an attorney licensed to practise in California or Delaware. To the extent permitted by law, the arbitration and any award will be kept confidential, except as needed to enforce the award or as the law requires.

21.4 Class action waiver. You and Wishtales may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding. The arbitrator may not consolidate the claims of more than one person. If this waiver is found unenforceable for any claim, that claim must be severed and heard in court, and the rest of this section continues to apply.

21.5 Exceptions. Either party may bring an individual claim in small claims court if it qualifies, and either party may seek injunctive relief in court to stop the infringement or misuse of intellectual property. To the extent a claim for public injunctive relief cannot be arbitrated under applicable law, that claim will be severed, stayed until the arbitration ends, and heard in court.

21.6 Opt out. You may opt out of this arbitration agreement by emailing support@wishtales.ai with the subject line "Arbitration Opt Out" within 30 days after you first accept these Terms, stating your name and the email address associated with your Account. Opting out does not affect any other part of these Terms.

21.7 Changes. If we change this section, you may reject the change by notifying us within 30 days of it taking effect, in which case the previous version continues to apply to disputes between us.

21.8 Mass filings. If 25 or more similar demands for arbitration are filed against Wishtales by or with the assistance of the same law firm or organisation, the AAA's Mass Arbitration Supplementary Rules and fee schedule will apply, and any statute of limitation will be tolled for each demand while it awaits administration.

21.9 Time limit. To the extent permitted by law, any claim arising out of or relating to these Terms or the Services must be brought within one year after the claim arose, or it is permanently barred.

21.10 Jury trial waiver. To the extent permitted by law, if any dispute proceeds in court rather than in arbitration, you and Wishtales each waive the right to a trial by jury.

22. Governing Law and Jurisdiction

22.1 These Terms are governed by the laws of the State of Delaware, United States, without regard to its conflict of laws rules, and, where applicable, by the Federal Arbitration Act and other United States federal law.

22.2 Subject to Section 21, the state and federal courts located in Santa Clara County, California, have exclusive jurisdiction over disputes arising out of or relating to these Terms or the Services, and you and Wishtales consent to personal jurisdiction there.

22.3 If you are a consumer residing outside the United States, this choice of law does not deprive you of the protection of the mandatory provisions of the law of your country of residence, and you may bring proceedings in the courts of your country of residence.

23. Region Specific Terms

23.1 European Union and European Economic Area. If you are a consumer, you benefit from the mandatory consumer protection law of your Member State, including the legal guarantee of conformity for digital content and digital services and the statutory right of withdrawal described in our Cancellation and Refund Policy. Nothing in these Terms limits those rights.

23.2 United Kingdom. If you are a consumer, you have statutory rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and you may bring proceedings in the courts of England and Wales, Scotland or Northern Ireland, according to where you live.

23.3 India. If you are a consumer in India, you retain your rights under the Consumer Protection Act, 2019 and the rules made under it, including the right to approach the appropriate Consumer Disputes Redressal Commission. Grievances may be raised with our Grievance Officer as described on our Customer Support page. Where we act as an intermediary, we handle grievances and removal requests within the time frames set by the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as amended in 2026, and you may appeal a Grievance Officer decision to the Grievance Appellate Committee within 30 days.

23.4 Australia. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms excludes, restricts or modifies those guarantees.

23.5 California. Under California Civil Code Section 1789.3, California users may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, or by telephone on +1 800 952 5210.

23.6 Other jurisdictions. If the law of your country gives you rights that these Terms purport to exclude or limit, those rights prevail.

24. Apple App Store and Google Play

24.1 If you downloaded our app from the Apple App Store: (a) these Terms are between you and Wishtales only, not Apple, and Wishtales, not Apple, is solely responsible for the app and its content; (b) Apple has no obligation to provide maintenance or support for the app; (c) if the app fails to conform to any applicable warranty, you may notify Apple, which will refund the purchase price, if any, and to the maximum extent permitted by law Apple has no other warranty obligation; (d) Apple is not responsible for addressing any claims relating to the app, including product liability claims, claims that the app fails to conform to any legal or regulatory requirement, and claims under consumer protection or privacy law; (e) Apple is not responsible for the investigation, defence, settlement or discharge of any third party claim that the app infringes intellectual property rights; (f) you must comply with applicable third party terms when using the app; and (g) Apple and its subsidiaries are third party beneficiaries of these Terms and may enforce them against you. Your use of the app must also comply with the Apple Media Services Terms and Conditions.

24.2 If you downloaded our app from Google Play, the Google Play Terms of Service also apply to your use of the app, and these Terms are between you and Wishtales only.

25. Export Controls and Sanctions

You must comply with all applicable export control and sanctions laws, including the United States Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. You must not use, export or transfer the Services or Outputs in breach of those laws or for any prohibited end use.

26. Changes to These Terms

We may update these Terms to reflect changes in the law, the Services or our business. We will give you at least 30 days' notice of material changes, by email or through the Services, before they take effect, except where a change is required sooner by law or relates only to new features or to safety. If you do not agree to the changes, you may stop using the Services and close your Account before they take effect, and we will refund any prepaid fees for the unused period of a Paid Plan. Continued use after the effective date means you accept the updated Terms. Previous versions are available on request.

27. General Provisions

27.1 Entire agreement. These Terms, together with the documents referred to in them, are the entire agreement between you and Wishtales regarding the Services and replace any prior agreement on that subject.

27.2 Assignment. You may not assign or transfer these Terms without our prior written consent. We may assign these Terms, including in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of our assets, provided that your rights under these Terms are not reduced as a result.

27.3 Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

27.4 No waiver. A failure or delay in enforcing any provision is not a waiver of the right to do so later.

27.5 Force majeure. Neither party is liable for any failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labour disputes, epidemics, governmental action, and failures of utilities, networks or third party infrastructure.

27.6 Electronic communications. You consent to receive communications from us electronically and agree that electronic notices, agreements and disclosures satisfy any legal requirement that they be in writing.

27.7 Notices. We may send notices to the email address associated with your Account or through the Services. Legal notices to Wishtales must be sent to support@wishtales.ai with the subject line "Legal Notice", with a copy by post to our principal place of business.

27.8 Language. These Terms are written in English. Any translation is provided for convenience, and the English version prevails to the extent of any conflict, except where local law requires otherwise.

27.9 Relationship. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between you and Wishtales.

27.10 Third party rights. Except as stated in Section 24, and except that the other Wishtales Parties may enforce Sections 18 to 20 as third party beneficiaries, these Terms do not confer any rights on third parties.

27.11 Interpretation. Headings are for convenience only and do not affect interpretation. The words "including" and "such as" mean "including without limitation".

27.12 No reliance. You confirm that, in agreeing to these Terms, you have not relied on any statement, representation or promise that is not set out in these Terms or the documents referred to in them. Nothing in this clause limits liability for fraud.

28. Contact Us

Questions about these Terms can be sent to support@wishtales.ai. Our company details are set out below.

Wishtales AI, Inc.

A Delaware corporation (Delaware File No. 10125204), registered to do business in California (California Entity No. B20250046086).

Principal Place of Business	425 Sherman Avenue, Suite 310, Palo Alto, California 94306, United States
Registered Office in Delaware	c/o Incorporating Services, Ltd., 3500 South Dupont Highway, Dover, County of Kent, Delaware 19901, United States
Mailing Address	2810 N. Church Street, PMB 761155, Wilmington, Delaware 19802, United States
India Subsidiary	Wishtales Technologies Private Limited, 5th Floor, WeWork Galaxy, 43 Residency Road, Shanthala Nagar, Ashok Nagar, Bengaluru, Karnataka 560025, India
Email	support@wishtales.ai
Website	www.wishtales.ai

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