

Chaaai Terms of Service

Effective: Sept. 19, 2025

Welcome to Chaaai, LLC (“Chaaai”, “Company,” “we,” “our,” or “us”)! We build AI-powered tools to help support your everyday personal and family life, including Calyn, a calendaring assistant. These Terms of Service (“Terms”) govern your access to and use of our apps, websites, and related services (collectively, the “Services”). Please read them carefully.

By downloading our app, accessing our websites, subscribing to our paid services, or otherwise using the Services, you agree to be bound by these Terms. If you don’t agree, you should not use the Services.

These Terms contain an arbitration clause and class action waiver. Please review Section 9 for more details.

1. Using the Services

You may only use the Services if you are at least 13 years old and can legally form a binding contract with us. Your use of the Services must be in compliance with these Terms and all applicable laws.

You may be required to create an account in order to use some of the Services. If you create an account, you must provide us with accurate and complete information.

Using the Services may involve the sending and receipt of text messages or emails. If you provide your email or mobile phone number, or interact with the Services via text messages or email, you consent to receiving communications via text messages, email, or other electronic means from Chaaai. If you change or deactivate your mobile phone number or email address, you agree to update your account information to ensure that your messages are not sent to the wrong person.

Subject to these Terms, we grant to you a limited, non-exclusive, non-transferable, and revocable license to use the Services. If you are using the Services on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity.

2. Your Content

The Services may allow you to provide prompts, input, or other content to the Service (“Your Content”), and receive messages or other content from the Service (“Output Content”). Your Content and Output Content are collectively referred to as Content.

You retain all rights in Your Content. You are responsible for Your Content and your use of the Output Content, including ensuring that it does not violate these Terms or applicable law. You grant to Chaaai a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide

license to use, store, reproduce, display, modify, create derivative works, and publicly perform Content for the purpose of using, providing, operating, developing, promoting, and improving our Services. You represent and warrant that you have all rights necessary to provide Your Content to the Service and grant us all the rights granted under these Terms.

We value your feedback and suggestions (“Feedback”). You agree that we may use any Feedback you provide without any restriction or compensation to you, and that we will own all rights in materials or other items that we develop based on your Feedback.

3. Restrictions

You agree not to:

- a) Use the Services or Output Content to harass another party, violate another party’s rights, or violate any applicable laws;
- b) Reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law);
- c) Use the Services or Output Content to develop models, products, or services that compete with Chaai;
- d) Use any unsupported or undocumented methods of accessing the Services, including any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction;

4. Subscriptions

Chaai offers subscriptions to access additional features within its Services for a fee (“Subscription Features”). These subscriptions may be sold through a third party platform like the Apple App Store.

4.1 Fees. You are responsible for paying all fees charged to your account for the Subscription Features (“Fees”), at the prices set by Chaai. Chaai may change the Fee charged for its Subscription Features, and such changes will take effect at the beginning of the next billing cycle. Chaai has the right to correct pricing errors or mistakes even if we have already issued an invoice or received payment.

4.2 Payments. You will provide complete and accurate billing information, including a valid and authorized payment method. We will charge your payment method on a periodic basis, but may reasonably change the date on which the charge is posted. You authorize Chaai and our third-party payment processor(s), to charge your payment method for the Fees. If your payment cannot be completed, we will provide you written notice and may suspend access to the Services until payment is received. All payments are final and non-refundable.

4.3 Autorenewal. By purchasing a subscription, you acknowledge and agree that you are subscribing to an automatically-renewing subscription requiring recurring payment of Fees. You

will be automatically charged the Fee when you first purchase your subscription, and on each periodic renewal date until you cancel your subscription. UNLESS YOU NOTIFY US OF YOUR DESIRE TO CANCEL YOUR SUBSCRIPTION (IN ACCORDANCE WITH THE “CANCELLATION” SECTION BELOW), YOU UNDERSTAND THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD FOR THE AMOUNT OF YOUR SUBSCRIPTION FEE AND ANY APPLICABLE TAXES ON EACH PERIODIC RENEWAL DATE.

4.4 Cancellation. You may cancel your subscription at any time. If you purchased your subscription through the Apple App Store, you should cancel your subscription through the App Store. Cancellation will be effective at the end of the applicable subscription period during which you cancel. If you cancel your subscription, you will continue to have access to your Subscription Features for the remainder of the subscription period that has already been paid for. You will not receive a refund for any time remaining on your subscription.

4.5 Usage Limits. Access to free Services are subject to usage limits, and your ability to continue using the free Services will be restricted after such limits are reached. Subscription Features, including Services designated as “unlimited”, may be subject to a reduction in the quality or speed of the service after certain usage thresholds are met during a billing period.

5. Termination

Chaaai may terminate or suspend your access to the Services at any time, with or without cause or notice to you. You can terminate these Terms at any time by discontinuing use of the Services, provided that cancellation of subscriptions are subject to the terms in Section 4 above. Regardless of who terminates these terms, both you and Chaaai will continue to be bound by Sections 2, 3, 4, and 6-10.

6. Disclaimers

THE SERVICES ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, CHAAI SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

7. Indemnification

You agree, to the maximum extent permitted by law, to indemnify, defend, and hold harmless Chaaai and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of

claims, suits or proceedings brought by third parties), relating to (a) your access to or use of the Services, (b) Your Content or your use of Output Content, (c) any dispute between you and any third party, or (d) your breach of any of these Terms. Chaai may assume the exclusive control and defense of any matter for which you have a duty to indemnify Chaai and, if we do, you agree to cooperate with our defense of those claims.

8. Limitations of Liability

NEITHER CHAAI NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Dispute Resolution

For any dispute you have with Chaai, you agree to first contact us at team@getcha.ai and try to resolve the dispute with us informally. If we haven't been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy arising out of, in connection with, or relating to, these Terms through binding arbitration. This arbitration section does not apply to (i) individual claims brought in small claims court, or (ii) claims for injunctive or other equitable relief for the alleged intellectual property infringement or unauthorized use or abuse of the Services.

You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Chaai are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of this Agreement.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at www.adr.org. Unless you and Chaai agree otherwise, the arbitration will be conducted in the county where you live. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA Rules. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted,

the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CHAAI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. To the extent any claim, dispute, or controversy regarding Chaai or the Services isn't arbitrable under applicable laws or otherwise: you and Chaai both agree that such claim, dispute, or controversy will be resolved exclusively in accordance with Section 10 of these Terms.

10. Governing law and jurisdiction

These Terms will be governed by the laws of the State of California, without respect to its conflict of laws principles. Except as provided in Section 9, the exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is San Francisco County, California, or the United States District Court for the Northern District of California.

11. General

11.1 Modifications. We may revise these Terms from time to time and the most current version will always be available on our website. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions. We may require you to accept the revised version of these Terms in order to continue to use the Services. If you do not agree to the new Terms, please stop using the Services. Except as described in this paragraph, these Terms can only be amended by a written agreement signed by you and Chaai.

11.2 Assignment. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you, but may be assigned by Chaai without restriction. Any attempted transfer or assignment in violation of the above will be null and void.

11.3 Entire Agreement. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, constitute the entire agreement between you and Chaai concerning the Services. If any provision of these Terms is deemed invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

11.4 No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and Chaai's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.