

TERMS & CONDITIONS OF USE

Author AI – TaterTapps LLC

Effective Date: June 16, 2025

PLEASE READ THESE TERMS CAREFULLY. By downloading, installing, or using the Author AI mobile application or any related website or service (collectively, the “Service”), you agree to be bound by these Terms & Conditions (“Terms”). If you do not agree, you may not use the Service.

1. DEFINITIONS

- “Company,” “we,” “our,” or “us” means TaterTapps LLC.
- “User,” “you,” or “your” means the individual who accesses or uses the Service.
- “User Content” means stories, books, text, images, prompts, or other content submitted, generated, or stored by a User through the Service.

2. CHANGES TO TERMS

We may update these Terms at any time. We will post the revised Terms with a new “Effective Date.” Continued use of the Service after changes take effect constitutes acceptance.

3. ELIGIBILITY, MINORS & COPPA COMPLIANCE

3.1 Minimum Age. You must be at least 13 years old—or the minimum age of digital consent in your country—to use the Service.

3.2 Parental Consent for Minors. If you are under the age of majority but at least 13, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf. Parents/guardians are fully responsible for the minor’s use of the Service.

3.3 Children Under 13 (US COPPA). The Service is **not directed to children under 13** in the United States (“COPPA-covered minors”) and we do not knowingly collect personal information from them. If we become aware that a COPPA-covered minor has provided personal

information, we will delete it. Parents who believe we might have data from or about their child may contact us at support@tatertapps.com

3.4 Account Security. You are responsible for safeguarding your account credentials and all activities under your account. Notify us immediately of any unauthorized use.

4. USER CONTENT & OWNERSHIP

4.1 Ownership. You retain all right, title, and interest in and to your User Content. TaterTapps does **not** claim ownership.

4.2 Limited License to Us. You grant TaterTapps a non-exclusive, worldwide, royalty-free license to host, store, process, display, and transmit your User Content solely to operate and improve the Service and any optional community-sharing features you choose to use. We will not publicly distribute or commercialize your User Content without your express permission.

5. AI DISCLAIMER & USER RESPONSIBILITY

Author AI generates text using large-language-model technology, which can produce inaccurate, offensive, or otherwise flawed output and may inadvertently resemble existing works. **We make no warranty that generated text is original, accurate, or non-infringing.** You are solely responsible for reviewing, editing, fact-checking, and (where relevant) performing plagiarism or sensitivity checks before publishing or relying on generated material. TaterTapps disclaims all liability arising from your use or publication of generated content.

6. PROHIBITED CONDUCT

You agree not to:

- Use the Service to create, request, or share content that is illegal, defamatory, hateful, harassing, exploitative of minors, or otherwise violates applicable law or these Terms.
- Infringe the intellectual-property or privacy rights of any person.
- Reverse-engineer, scrape, or attempt to gain unauthorized access to the Service or its underlying software.

We may suspend or terminate accounts that violate this Section.

7. SITE MANAGEMENT & COMMUNITY MODERATION

7.1 Community Features. The Service includes social functions that allow Users to publish stories publicly, leave reviews, and post comments (“Community Content”).

7.2 Moderation Rights. We reserve the right—but do not undertake the obligation—to monitor, screen, edit, remove, or disable access to any Community Content at our sole discretion, including content that we believe violates Section 6, infringes intellectual-property rights, or otherwise poses risk to Users or the Service.

7.3 User Reporting. Users may flag content or behaviour they consider inappropriate or unlawful via in-app reporting tools or by emailing support@tatertapps.com. We review good-faith reports promptly.

7.4 Enforcement Actions. We may (a) issue warnings, (b) remove content, (c) suspend or terminate accounts, or (d) report illegal activity to law-enforcement authorities, in our sole judgment.

8. PAYMENTS, SUBSCRIPTIONS & REFUNDS

8.1 Purchases. Subscriptions and in-app purchases are processed by the applicable app-store provider. Your payment method will be charged in accordance with the provider’s terms.

8.2 Refunds. All sales are final except as required by law or by the policies of Apple App Store, Google Play, or other platform used for purchase. To request a refund, follow the instructions provided by the platform.

8.3 Cancellations. You may cancel a subscription at any time through your app-store account settings. Cancellation stops future billing but does not retroactively refund past charges.

9. INTELLECTUAL PROPERTY (SERVICE)

The Service, including its software, branding, logos, and content (excluding User Content), is owned by TaterTapps or its licensors and protected by copyright, trademark, and other laws. We grant you a limited, non-transferable, revocable license to use the Service for personal, non-commercial purposes.

10. DMCA NOTICE & TAKEDOWN

If you believe material on the Service infringes your copyright, send a notice to our Designated Agent:

- **Email:** support@tatertapps.com

- **Mailing Address (required by 17 U.S.C. §512(c)(2)):** 1227 Lansford Ave, Dallas, TX 75224

Your notice must comply with the Digital Millennium Copyright Act. We will respond and, where appropriate, remove or disable access to the allegedly infringing content.

11. THIRD-PARTY SERVICES

The Service may link to or use third-party services (including AI providers). We are not responsible for third-party content or services; your use is at your own risk and subject to third-party terms.

12. GLOBAL COMPLIANCE & SPECIAL-JURISDICTION NOTICES

12.1 California Users. Under California Civil Code § 1789.3, you 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 Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

12.2 EU/EEA Residents. If you reside in the European Union or European Economic Area, you have statutory rights under the EU General Data Protection Regulation (GDPR) and local consumer-protection laws. Nothing in these Terms limits those rights. Our processing of your personal data is described in our Privacy Policy.

12.3 UK Residents. Nothing in these Terms limits consumers' statutory rights under the UK Consumer Rights Act 2015.

12.4 Export Compliance. You may not use, export, or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained.

12.5 US Government End Users. The Service is "commercial computer software" as defined at 48 C.F.R. §2.101; U.S. government end users acquire it only with the rights set forth in these Terms.

13. DISCLAIMERS

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, TATERTAPPS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not guarantee that the Service will be uninterrupted or error-free.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, TATERTAPPS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY. Our aggregate liability will not exceed the greater of (a) amounts you paid to us in the 12 months preceding the claim or (b) US \$100.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless TaterTapps and its affiliates, officers, and employees from any claim arising out of (a) your User Content; (b) your violation of these Terms or applicable law; or (c) your use of the Service.

16. GOVERNING LAW & DISPUTE RESOLUTION

16.1 Governing Law. These Terms are governed by the laws of the State of Texas, USA, without regard to conflict-of-law rules.

16.2 Binding Arbitration. Any dispute arising under these Terms will be resolved through binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. You and TaterTapps waive the right to a jury trial and to participate in class actions.

16.3 Opt-Out. You may opt out of arbitration within 30 days of first accepting these Terms by emailing support@tatertapps.com with subject line “Arbitration Opt-Out.”

17. TERMINATION

We may suspend or terminate your access to the Service at any time for violation of these Terms or to protect the Service. You may stop using the Service at any time. Sections 4–19 survive termination.

18. ELECTRONIC COMMUNICATIONS & NOTICES

By using the Service, you consent to receive notices electronically via the Service or email to the address associated with your account. All notices to TaterTapps must be sent to support@tatertapps.com, unless a different email is specified for DMCA notices.

19. GENERAL PROVISIONS

- **Entire Agreement.** These Terms constitute the entire agreement between you and TaterTapps regarding the Service.
- **Severability.** If any provision is held unenforceable, the remainder remains in effect.
- **No Waiver.** Our failure to enforce any right is not a waiver of future enforcement.
- **Assignment.** You may not assign these Terms; we may assign them without restriction.

Questions? Contact us at support@tatertapps.com.