

Terms of Use

Effective: June 24, 2025

Thank you for using MoirAI Cloud.

These Terms of Use apply to your use of the products and services provided by **MoirAI Corp**, doing business as **MoirAI Cloud**, along with any associated applications and websites (collectively, the “Services”). These Terms form a legally binding agreement between you and **MoirAI Corp**, a Florida corporation, and include our Service Terms as well as important provisions for resolving disputes. By using our Services, you agree to these Terms.

If you reside in the European Economic Area, Switzerland, or the UK, your use of the Services is governed by these terms.

If you use our Services as a business or through an enterprise plan or API, your use may be subject to additional Business Terms, which we will provide separately.

Please read our Privacy Policy to understand how we collect, use, and protect your personal data. Although it is not part of these Terms, it is an important document that governs your use of the Services.

Who We Are

MoirAI Corp is an AI Cloud deployment and operations company. For more information about MoirAI Corp, please visit <https://moiraicloud.ai/about>.

Registration and Access

Minimum age. You must be at least 18 years old to use the Services.

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Using Our Services

What can you do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws as well as our Sharing & Publication Policy, Usage Policies, and any other documentation, guidelines, or policies we make available to you.

What you cannot do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you may not:

- Use our Services in a way that infringes, misappropriates or violates anyone’s rights.
- Modify, copy, lease, and sell or distribute any of our Services.
- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of our Services, including our models, algorithms, or systems (except to the extent this restriction is prohibited by law).
- Automatically or programmatically extract data or Output (defined below).

- Represent that Output was human-generated when it was not.
- Interfere with or disrupt our Services, including circumvent any rate limits or restrictions or bypass any protective measures or safety mitigations we put on our Services.
- Use Output to develop models that compete with OpenAI.

Software. Our Services may allow you to download software, such as mobile applications, which may update automatically to ensure you're using the latest version. Our software may include open source software that is governed by its own licenses that we've made available to you.

Corporate domains. If you create an account using an email password owned by an organization (for example, your employer), that account may be added to the organization's business account with us, in which case we will provide notice to you so that you can help facilitate the transfer of your account (unless your organization has already provided notice to you that it may monitor and control your account). Once your account is transferred, the organization's administrator will be able to control your account, including being able to access Content (defined below) and restrict or remove your access to the account.

Third-party Services. Our services may include third party software, products, or services, ("Third Party Services") and some parts of our Services, like our browse feature, may include output from those services ("Third Party Output"). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Feedback. We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.

Content

Your Content. You may provide input to the Services ("Input"), and receive output from the Services based on the Input ("Output"). Input and Output are collectively "Content". You are responsible for Content, including ensuring that it does not violate any applicable law or these Terms. You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our Services.

Ownership of content. As between you and OpenAI, and to the extent permitted by applicable law, you (a) retain your ownership rights in Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output.

Similarity of content. Due to the nature of our Services and artificial intelligence generally, output may not be unique and other users may receive similar output from our Services. Our assignment above does not extend to other users' output or any Third Party Output.

Our use of content. We may use Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

Opt out. If you do not want us to use your Content to train our models, you can opt out by following the instructions in this Help Center article. Please note that in some cases this may limit the ability of our Services to better address your specific use case.

Accuracy. Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, place, or facts.

When you use our Services you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent MoirAI Corp's views. If Output references any third party products or services, it doesn't mean the third party endorses or is affiliated with MoirAI Corp.

Our IP Rights [🔗](#)

We and our affiliates own all rights, title, and interest in and to the Services.

Paid Accounts [🔗](#)

Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

Cancellation. You can cancel your paid subscriptions at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

Termination and Suspension [🔗](#)

Termination. You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account if we determine:

- You breached these Terms or our Usage Policies.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to MoirAI Corp, our users, or anyone else.

We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice.

Discontinuation of Services [🔗](#)

We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any prepaid, unused Services.

Disclaimer of Warranties [🔗](#)

OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUEIT ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE, 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.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

Limitation of Liability

NEITHER WE 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGREGATE LIABILITY UNDER THESE TERMS WILL 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 THI SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

MoirAI Corp'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

Indemnity

If you are a business or organization, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

Dispute Resolution

We hope to resolve any concerns quickly and efficiently. If you have any issues or disputes related to these Terms or our Services, please contact us at support@moiraicloud.ai so we can try to resolve it informally.

If we're unable to resolve the dispute informally, then, **except where prohibited by applicable law**, any dispute, claim, or controversy between you and **MoirAI Corp, Inc.** arising out of or relating to these Terms or the Services shall be **resolved exclusively in the courts located in St. Petersburg, FL**, and you and **MoirAI CORP** consent to personal jurisdiction and venue in those courts.

To the extent allowed by applicable law:

- Each party waives the right to a trial by jury.
- Any claims must be brought on an individual basis, and not as part of a class or representative action.

Copyright Complaints

If you believe that your intellectual property rights have been infringed, please send notice to the address below. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

"MoirAI Corp.

8000 Coquina Way

St Pete Beach, 33706

Attn: Legal/DMCA"

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed upon

- A description of where the allegedly infringing material is located on our site so we can find it
- Your address, telephone number, and e-mail address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you that the above information in your notice is accurate and, under the penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf

General Terms [🔗](#)

Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights or obligations to any affiliate or in connection with a merger, acquisition, or sale of assets.

Changes to the Terms or Services

We may update these Terms or our Services from time to time for operational, legal, or regulatory reasons. We'll provide you with advance notice if changes materially affect your rights. Continued use of the Services after changes take effect constitutes your acceptance.

Severability

If any part of these Terms is held invalid or unenforceable, that part will be interpreted to reflect the parties' original intent, and the remaining portions will remain in full force.

No Waiver

Our failure to enforce any part of these Terms is not a waiver of our right to do so later.

Force Majeure

We are not responsible for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to natural disasters, labor disputes, internet outages, or governmental actions.

Entire Agreement

These Terms (along with our Privacy Policy and any other applicable policies) constitute the entire agreement between you and MoirAI Corp regarding the Services and supersede all prior understandings.

Governing Law

These Terms are governed by the laws of the State of Florida, without regard to its conflict of law principles. Unless otherwise required by applicable law, all disputes will be resolved in the courts of St. Petersburg, Florida, USA.