

TERMS OF SERVICE

Darch AI

Effective Date: January 8, 2026

These Terms of Service (“Terms”) govern your access to and use of the Darch AI platform and related services (the “Service”). The Service is operated by **Darch, Ltd., a Delaware corporation**, doing business as **Darch AI** (“Darch AI,” “we,” “us,” or “our”).

By creating an account, starting a free trial, connecting a third-party account, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Eligibility and Acceptance

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement to use the Service. By using the Service, you represent and warrant that you meet these requirements.

If you are using the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

2. Description of the Service

Darch AI is a cloud-based automation platform that provides tools for content reposting, caption and description generation, video editing templates, and optional audio replacement features (collectively, the “Features”).

The Service operates **solely at your direction**. You decide which accounts to connect, what content to process, and how outputs are used. Features may change, be added, or be discontinued at any time.

We do not guarantee availability of any specific platform, feature, or outcome.

3. Account Registration and Connected Platforms

To use certain Features, you must create an account and may be required to connect third-party social media or content platform accounts.

You agree that:

- You own or are authorized to manage any account you connect
- All information you provide is accurate and up to date
- You are responsible for all activity conducted through your account

We may store and display posting activity, logs, metadata, and outputs associated with your use of the Service in order to operate, maintain, and improve the Service.

You are responsible for maintaining the security of your login credentials and connected accounts.

4. Platform Non-Affiliation and Automation Risk

Darch AI is **not affiliated with, endorsed by, or sponsored by** TikTok, Instagram, Meta Platforms, YouTube, X (Twitter), or any other third-party platform.

Third-party platforms control their own rules, algorithms, and enforcement actions. Automated activity **may** violate those platforms' terms of use or community guidelines.

You acknowledge and agree that:

- Platform rules may change at any time
- Use of automation tools may result in reduced reach, content removal, account restrictions, or permanent bans
- You assume all risk related to platform enforcement actions

Darch AI is not responsible for any action taken by third-party platforms against your accounts.

5. User Content and Responsibility

You retain ownership of any content you upload, repost, modify, or publish using the Service ("User Content").

You grant Darch AI a limited, revocable, non-exclusive license to process, transmit, modify, and display User Content solely for the purpose of providing the Service.

You represent and warrant that:

- You have all necessary rights and permissions to use, repost, modify, and distribute User Content
- Your use of the Service does not infringe any third-party rights
- You comply with all applicable laws and platform policies

We do not pre-screen, verify, or monitor User Content and are not responsible for it.

6. Music and Audio Replacement Features

Certain Features allow you to upload, replace, or substitute audio in content, including for music promotion.

By using these Features, you represent and warrant that:

- You own or have all necessary rights to any audio you upload or substitute
- You are authorized to synchronize audio with video content

Darch AI does not guarantee monetization, reach, algorithmic treatment, or avoidance of takedowns or detection systems. Third-party platforms may restrict or remove content that includes modified audio.

7. Templates, Editing Tools, and Outputs

You own the final content you publish using the Service.

Darch AI retains all rights, title, and interest in:

- The Service
- Software and source code
- Automation logic and workflows
- Templates, layouts, and editing systems
- Branding and trademarks

You may not copy, reverse engineer, resell, or create competing products based on the Service or its components.

8. Free Trials and Subscriptions

We may offer free trials for certain Features. Trial eligibility, duration, and availability are determined at our discretion and may be limited to one trial per user.

Paid subscriptions are billed through our payment processor. Subscriptions automatically renew unless canceled before the renewal date.

Fees are non-refundable except where required by law or explicitly stated by us.

We reserve the right to suspend or revoke trial or subscription access at any time for misuse, abuse, or risk to the Service or third-party platforms.

9. Suspension and Termination

We may suspend or terminate your access to the Service immediately, with or without notice, if we determine that:

- Your use poses legal, platform, or reputational risk
- You violate these Terms
- Your activity may result in enforcement actions against Darch AI or others

Upon termination, your right to use the Service ends immediately. Certain data may be retained as described in our Privacy Policy.

10. Data Handling

We store and process certain data, including posting activity, logs, metadata, and connected account information, to operate the Service. Details are provided in our Privacy Policy.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.”
WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not guarantee uninterrupted operation, specific results, or compatibility with any third-party platform.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DARCH AI SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA LOSS, OR ACCOUNT SUSPENSIONS.

OUR TOTAL LIABILITY SHALL NOT EXCEED THE GREATER OF:

- \$100 USD, OR
 - THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.
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13. Indemnification

You agree to indemnify and hold harmless Darch AI and its officers, directors, employees, and affiliates from any claims arising out of:

- Your use of the Service
 - Your User Content
 - Your violation of these Terms or third-party rights
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14. Dispute Resolution and Arbitration

Any dispute arising out of or relating to these Terms shall be resolved by **binding arbitration**, on an individual basis, under the rules of the American Arbitration Association.

You waive the right to participate in class actions or class arbitration.

These Terms are governed by the laws of the **State of Delaware**, without regard to conflict-of-law principles.

15. International Users

The Service is operated from the United States. You are responsible for compliance with local laws applicable to your use of the Service.

16. Changes to These Terms

We may update these Terms from time to time. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

17. Contact Information

Support: support@darchai.com

Company: Darch, Ltd. (DBA Darch AI)

Jurisdiction: Delaware, USA
