

Terms of Service for MelodyCrafters.com

Last Updated: September 11, 2025

1) Agreement to Terms

These Terms of Service (the “**Terms**” or “**Agreement**”) are a legal agreement between **Kirusa Inc.** (“**Company**,” “**we**,” “**us**,” or “**our**”) and you, whether personally or on behalf of an entity (“**you**” or “**User**”), covering your access to and use of <https://melodycrafters.com/> and related web pages and communication channels (the “**Site**”).

What we do. MelodyCrafters is a **made-to-order consumer service**. You place a paid request and provide creative inputs; we then **craft a custom song and/or video** (which may include voice cloning, audio/video synthesis, animation, body movements, or lip-sync). Each purchase includes **up to four (4) iterations** for adjustments (the “**Services**”). We may use **third-party service providers and creative tools** to deliver the Services; however, we do not specify any particular tools in these Terms.

By using the Site, you confirm you have read, understood, and agree to these Terms. **If you disagree, do not use the Site.** We are not liable for the consequences of unauthorised use.

Supplemental terms or documents on the Site are incorporated by reference. We may update these Terms by changing the “Last Updated” date. Your continued use after changes means you accept them. Please review these Terms periodically.

The Site is intended for worldwide use, including **Senegal, Democratic Republic of Congo (DRC), Ghana, Mali, Burkina Faso, Togo, Malawi, Zambia, Lesotho, Eswatini, Côte d’Ivoire (Ivory Coast), Benin, India, and the United States** (each a “**Relevant Jurisdiction**”). It is not intended for use where doing so would violate local law or require us to register with the relevant authorities. You are solely responsible for compliance with applicable laws in your Relevant Jurisdiction, including **GDPR (EU), DPDP Act, 2023 (India)**, and applicable **African data protection laws** (e.g., Senegal Law

No. 2008-12; Ghana DPA, 2012; Côte d'Ivoire Law No. 2013-450; Burkina Faso Law No. 010-2004/AN).

The Site is **not** designed to comply with industry-specific rules such as **HIPAA** or **FISMA**. If your use is subject to those rules or similar regimes (including **GLBA**), do not use the Site.

The Site is intended for users 18 years of age **and older**. By using the Site, you confirm you are at least 18 and legally able to enter this Agreement under the laws of your Relevant Jurisdiction.

2) Intellectual Property; User Content, Generated Content & Feedback

2.1 Key terms

- **User Content:** Anything you provide—stories, prompts, lyrics, voice recordings/samples, images, video, references, metadata, or other materials.
- **Generated Content:** The output we create from or using your User Content—custom songs, stems, videos, animations, and related files.
- **Feedback:** Suggestions, ideas, questions, comments, or proposals about the Site or Services.
- **Personal Data:** Has the meaning in our Privacy Policy.

2.2 Company IP

Except for Generated Content and your User Content, the Site and its underlying software, models, code, databases, design, text, and marks ("**Company IP**") are owned by or licensed to us and protected by law. No rights in Company IP are transferred to you except as explicitly granted.

2.3 Your ownership

You **own your User Content**. You also **own the Generated Content** produced from your User Content, subject to these Terms and the rights of others.

2.4 License to User Content (to run the service)

You grant us a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to **host, store, reproduce, transcode, modify for technical/formatting purposes, analyze, and otherwise process** your User Content **solely** to operate, provide, maintain, secure, troubleshoot, and improve the Services; to enforce these Terms (including safety/abuse prevention); and to comply with law. If you choose to make content public within the Services, you also grant us the right to display and distribute it within the Services.

We do not use User Content to train our models unless you give us express opt-in consent.

2.5 Moral rights; permissions

To the extent permitted by law, you **waive** (or agree **not to assert** against us and our sublicensees) any moral or similar rights in your User Content and Generated Content that would conflict with the rights granted in Section 2.4.

2.6 Commercial use of Generated Content

Subject to these Terms and others' rights, you may **download, use, publicly perform, display, distribute, sell, stream, monetise, and otherwise commercially exploit** your Generated Content **worldwide**. You are solely responsible for any third-party permissions your use requires (e.g., copyright, publicity, privacy, or voice/likeness rights). We **do not** claim ownership of your Generated Content, and we **do not** train our models on your User Content without your opt-in. We do not promise that Generated Content is registrable or protectable under copyright in every jurisdiction.

2.7 Improvements; usage data; de-identified data

We own (a) improvements to our Services/models/systems, (b) usage data and analytics arising from use of the Services, and (c) aggregated or de-identified data that does not identify you. This does not grant us any rights in your User Content or Generated

Content beyond Section 2.4, and does not permit model training on your User Content without your opt-in.

2.8 Third-party service providers (creative & infrastructure)

We may use third-party providers and creative tools to generate, process, store, or deliver audio/video and related assets. We do not name specific tools in these Terms. Your rights in Generated Content remain as stated above.

2.9 Voice, likeness, and anti-impersonation

You represent and warrant that any **voice** or **image/likeness** you provide is yours or that you have all necessary consents and rights from the person concerned. You will not use the Services to impersonate anyone, create deceptive “deepfakes,” or violate privacy or publicity rights.

2.10 Takedown and moderation

We may remove or disable access to User Content or Generated Content that we believe violates these Terms or the law, and we may suspend or terminate access as described in Sections 7, 13, and 15.

3) Your Representations

By using the Site, you state that:

- Your registration information is true, accurate, current, and complete—and you will keep it that way.
- You have the legal capacity to agree to and comply with these Terms, and you are **18+**.
- You will not access the Site via automated or non-human means (e.g., bots or scripts) unless expressly permitted.
- You will not use the Site for illegal or unauthorised purposes, and you will follow applicable laws, including **GDPR**, **DPDP Act**, Ghana DPA (2012), Senegal Law No.

2008-12, and **CCPA**.

- Your User Content (including stories, images, and voice samples) does not infringe anyone's rights.
- If you act for an entity, you have the authority to bind it.
- Providing false, inaccurate, or incomplete information may lead to suspension or termination.

Availability; no warranties. To the maximum extent permitted by law, the Services are provided **“as is”** and **“as available.”** We do not warrant that the Services will meet your needs; be uninterrupted, timely, secure, or error-free; produce accurate or reliable results; meet quality expectations; or be corrected for every error.

4) Registration and Identity Verification

You may need an account to submit User Content for creation. Keep your password confidential; you are responsible for all activity under your account. We may change inappropriate usernames.

For enterprise or corporate orders, we may request government ID or business documents (e.g., tax ID, incorporation certificate, VAT, **PAN** (India), **EIN** (USA)) for verification, fraud prevention, AML compliance, sanctions screening, or legal requests. We handle such information under our Privacy Policy and applicable law. Failure to provide valid details may lead to suspension or termination.

5) Fees and Payment

We accept payments through **Razorpay** in supported regions (e.g., India, the USA, and select international markets). We may use alternatives such as **Flutterwave** or **local carrier billing** (e.g., MTN MoMo, Orange Money) where appropriate. These gateways (e.g., PCI-DSS compliant) support various payment methods.

Order model. MelodyCrafters is **per-order, not a subscription**. Each purchase covers the creation of a custom song and/or video with **up to four (4) iterations**. Prices may vary by region based on local costs, taxes, regulations, gateway availability, and market conditions. Prices are shown at checkout and may change with reasonable notice (email or on-site).

You authorise us to charge your payment method for purchases through the applicable gateway. We may correct pricing errors or refuse orders at our discretion. The gateway's terms and privacy policy apply (e.g., <https://razorpay.com/legal/>, <https://flutterwave.com/terms>). Any region-specific pricing complies with regulations (e.g., GDPR, CCPA, DPDP Act) and reflects operational factors—not prohibited criteria such as race or nationality. Applicable taxes (**VAT, GST, sales tax**, etc.) are added per local law.

6) Cancellations and Refunds

Purchases are **non-refundable** unless required by applicable law in your Relevant Jurisdiction (e.g., GDPR consumer rights in the EU; consumer protection laws in Ghana or Senegal; India's Consumer Protection Act, 2019) or unless a separate refund policy on the Site states otherwise. Each purchase includes up to **four (4) iterations**; additional iterations require a new purchase. If you are unsatisfied after the included iterations, contact support-melodycrafts@kirusa.com. We may, at our discretion, issue credits or refunds on a case-by-case basis.

7) Prohibited Activities

Use the Site only for its intended purpose—requesting and receiving custom songs/videos based on your inputs. You agree **not** to:

- Systematically extract data to make unauthorised databases or directories;
- Defraud or mislead us or others, including attempts to obtain credentials;
- Circumvent or interfere with security or usage limits;

- Disparage or harm us or the Site;
- Harass or harm others using Site information;
- Misuse support or submit false reports;
- Violate applicable laws (e.g., GDPR Arts. 5–6; DPDP Act Secs. 4–8; Ghana DPA 2012 Secs. 17–18; Senegal Law No. 2008-12; CCPA);
- Engage in unauthorised framing or linking;
- Upload malware or illegal content (e.g., terrorism, hate speech, child exploitation);
- Use unapproved automation (bots/scripts) except as expressly allowed;
- Remove or alter proprietary notices;
- Impersonate another person or use another user’s credentials;
- Deploy spyware or covert data collection;
- Interfere with networks or overburden the Site;
- Harass, annoy, intimidate, threaten, or solicit our staff;
- Bypass access controls;
- Reverse engineer Site software except where the law allows;
- Collect emails/usernames for spam or create accounts under **false pretences**;

- Resell, bundle, or otherwise commercialise **access to the services** themselves (this does **not** limit your rights to exploit **your Generated Content** under Section 2.6).

Violations may result in immediate termination and legal action, including reports to authorities in Relevant Jurisdictions.

8) User Content Requirements

You may submit **User Content** (stories, prompts, voice samples, images, reference media, and feedback) for creation. You represent and warrant that your User Content:

- Does **not** infringe third-party rights (copyright, patent, trademark, trade secret, privacy, or publicity);
 - Is provided with all necessary licenses, consents, and permissions (especially for voices and any third-party images/likenesses or material you submit);
 - is not false, misleading, obscene, violent, harassing, hateful, exploitative, or otherwise objectionable; and
 - Complies with applicable laws in your Relevant Jurisdiction (e.g., GDPR Arts. 5–6; DPDP Act Secs. 4–8; relevant African data protection laws).
- Violations may lead to suspension or termination.

9) User Content: License & Processing

You **own** your User Content. Our access, storage, processing, and use are **only** as described in **Section 2.4** and our **Privacy Policy**. We are not responsible for statements or material contained in User Content. You agree to indemnify us for claims arising from your User Content under **Section 22**.

10) Feedback

Ownership/License. You hereby **assign** to us all rights in **Feedback**. Where an assignment is not practical under local law, you grant us a **perpetual, irrevocable, worldwide, royalty-free, sublicensable license** to use, modify, create derivative works from, distribute, and otherwise exploit Feedback for any purpose without obligation or compensation.

Non-confidentiality. Feedback is **not confidential**. Do not include confidential information.

No effect on your content. Feedback is separate from User Content and Generated Content (see Sections 2 and 9).

11) Third-Party Websites and Content

The Site may link to third-party websites or content, such as **Razorpay** or **Flutterwave** for payments (“**Third-Party Content**”). We are not responsible for the accuracy, legality, or appropriateness of Third-Party Content. Your use of third-party sites is at your own risk—review their terms and privacy policies (e.g., <https://razorpay.com/legal/>, <https://flutterwave.com/terms>). We do not endorse or supervise Third-Party Content and are not liable for resulting losses.

12) Advertisers

We may allow advertisements on the Site. Advertisers alone are responsible for their ads and offerings. If you place ads, you represent that you have the rights to do so. We provide ad space only and have no further relationship with advertisers.

13) Site Management

We may:

- Monitor the Site and User Content for compliance with these Terms and law;
- Take legal action against violators, including reports to law enforcement;

- Remove or disable User Content or Generated Content that violates these Terms or is excessive or burdensome; and
- Manage the Site to protect our rights and keep it functioning.

We are not liable for the exercise or non-exercise of User rights, or for any modification, price change, suspension, or discontinuance of the Services. We monitor for compliance but do not access your data unless needed to provide Services or meet legal obligations.

14) Privacy Policy

Please review our Privacy Policy at <https://melodycrafters.com/privacy-policy>, which is part of these Terms. The Site is hosted in the United States, and data may be processed in the USA, EU, or Africa, subject to **GDPR**, **DPDP Act**, and applicable African data protection laws. By using the Site, you agree your personal data may be transferred outside your Relevant Jurisdiction, including to the USA, per our Privacy Policy.

15) Term and Termination

These Terms apply while you use the Site. We may deny access or terminate accounts without notice or liability for any reason, including breaches of these Terms or law. After termination, stop using the Site and do not create new accounts under false or borrowed identities. We may pursue civil, criminal, or injunctive remedies.

16) Modifications and Interruptions

We may change, suspend, or discontinue the Site or any part of it at any time without notice or liability, including in regions with connectivity challenges (e.g., DRC, Mali). We are not obligated to maintain or update the Site and are not liable for loss or inconvenience caused by interruptions.

17) Governing Law

These Terms are governed by the laws of the **State of New Jersey, USA**, excluding conflict-of-laws rules. EU residents retain protections under GDPR and local consumer laws. African users retain protections under applicable local data protection laws. For Indian users, the **DPDP Act** applies where relevant. We submit to the **non-exclusive jurisdiction** of courts in **Berkeley Heights, New Jersey, USA**. Where permitted by law, you may also bring claims in your local courts (e.g., Accra; Abidjan).

18) Dispute Resolution

Informal resolution first. Before arbitration, the parties will try in good faith to resolve any dispute, controversy, or claim related to these Terms (a “**Dispute**”) for at least **30 days** after written notice.

Arbitration. Unresolved Disputes will be settled by **binding arbitration** under the **AAA Commercial Arbitration Rules**, seated in **Berkeley Heights, New Jersey, USA**, conducted in English by one arbitrator. For users in African countries or India, the proceedings may be held **remotely** for accessibility.

No class actions. Arbitration is limited to **individual** Disputes; class or representative proceedings are not allowed.

Court exceptions. Disputes involving IP rights, theft, privacy violations, or requests for injunctive relief may be brought in court in Berkeley Heights, New Jersey, or (where allowed) in your local jurisdiction (e.g., Dakar).

19) Corrections

We may correct errors, inaccuracies, or omissions on the Site (including pricing and descriptions) without notice.

20) Disclaimer

The Site and Services are provided “**AS IS**” and “**AS AVAILABLE.**” We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. Generated Content may contain artifacts or limitations inherent to AI/audio/video synthesis and is not a substitute for professional services. We do not guarantee uninterrupted access (including in regions with connectivity issues) or that the Site will be error-free or secure. We are not responsible for third-party products

or services advertised or linked on the Site, nor do we guarantee that Generated Content will be free of third-party assertions (e.g., content-ID matches).

21) Limitations of Liability

To the fullest extent allowed by law, our total liability (and that of our directors, employees, and agents) **will not exceed the amounts you paid to us in the six (6) months** before the event giving rise to the claim. We are not liable for indirect, consequential, exemplary, incidental, special, or punitive damages (including lost profits, revenue, or data), even if advised of the possibility. Some jurisdictions do not allow certain limitations; in those places, the restrictions apply to the maximum extent permitted.

22) Indemnification

You agree to defend, indemnify, and hold harmless us and our affiliates, officers, agents, and employees from any loss, damage, liability, claim, or demand (including reasonable attorneys' fees) arising from: (1) your use of the Site; (2) your breach of these Terms; (3) your breach of your representations and warranties; (4) your violation of third-party rights (IP, privacy, or publicity) related to User Content; or (5) your harmful acts toward others. We may assume control of any matter subject to indemnification at your expense; you will cooperate with our defence.

23) User Data

You are responsible for the User Content you submit (stories, voice samples, images, etc.). We use secure cloud infrastructure to store and process data and only access it to provide the Services, enforce these Terms (e.g., detect illegal content), or comply with the law. We are not responsible for loss, corruption, or unauthorised access to User Content, especially in regions with unreliable infrastructure. Keep your own backups.

24) Electronic Communications, Transactions, and Signatures

By using the Site, you consent to receive electronic communications (emails and on-Site notices), which satisfy any legal requirement for written communications. You agree to use electronic signatures, contracts, and records for transactions on the Site. Where required by local law (e.g., in Senegal, Côte d'Ivoire, Mali, Benin, or Togo), notices may be provided in English or French. You waive any requirement for non-electronic records or signatures.

25) Miscellaneous

These Terms, the Privacy Policy, and any supplemental terms are the entire agreement between you and us and **supersede** all prior understandings regarding the Site and Services. Our failure to enforce any provision is not a waiver. If any provision is unlawful, void, or unenforceable, it will be severed and the rest will remain in effect. **No joint venture, partnership, employment, or agency relationship** exists between you and us. We may assign our rights and obligations at any time. We are not liable for delay or failure caused by events beyond our reasonable control, including network disruptions.

Contact: support-melodycrafts@kirusa.com

Kirusa Inc.

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