



# Terms and Conditions

**Last updated: September 25, 2024**

Please read these Terms and Conditions carefully before using our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

**Account** means a unique account created for You to access Our Service or parts of Our Service.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Application** means the software program provided by the Company, downloaded or accessed by You on any electronic device, named Witscript.

**Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Twenty Lane Media, LLC, P. O. Box 51, Rye, NY 10580.

**Content** means (a) the Input, (b) the Output, and (c) any other material supplied by You to the Service, either directly through the Service or indirectly through the integration with a Third-Party Product.

**Country** refers to New York, United States.

**Device** means any device that can access the Service such as a computer, a mobile phone, or a digital tablet.

**Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of Our Service.

**Input** means the material You input via prompts into the Service.

**Output** means the output generated and returned by the Service to You based on the Input.

**Service** refers to the Application or the Website or both.

**Subscriptions** refer to the Services or access to the Service offered on a subscription basis by the Company to You.

**Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third party that may be displayed, included or made available by the Service.

**Website** refers to Witscript, accessible from <https://witscript.com/>

**You** means the individual accessing or using the Service, or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent and warrant that You are 18 years of age or older and have the legal authority to enter into these Terms. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your

privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Subscriptions**

### **Eligible subscribers**

The Service currently accepts payments only from U.S.-issued payment methods. Transactions originating from outside the U.S. may be restricted or declined.

### **Order processing**

Our order processing is conducted by Our payment processor, Stripe.com. Stripe.com is the payment processor for all Our orders.

All information that You provide in connection with a subscription or other monetary transaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of Your credit card, debit card, or other payment method used in connection with a subscription or other monetary transaction with the Service at the prices in effect when such charges were incurred.

### **Subscription period**

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as monthly or annually), depending on the type of Subscription plan You select when purchasing the Subscription.

At the end of each period, Your subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

### **Subscription cancellations**

You may cancel Your Subscription through Your Account page. You will not receive a refund for the fees You already paid for Your current Subscription period but You will be able to access the Service until the end of Your current Subscription period.

### **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

### **Billing**

You shall provide the Company and Stripe.com with accurate and complete billing information including full name, address, city, state, zip code or other postal code, country, and valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that You must proceed manually, by a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### **Fee Changes**

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change goes into effect constitutes Your agreement to pay the modified Subscription fee amount.

### **Fair Use Policy**

Our Fair Use Policy is designed to ensure equitable access to the Service for all users and to maintain the quality and stability of the Service. While there are no hard limits on usage of the Service, We reserve the right to monitor and take action in cases of excessive usage that may adversely affect the experience of other users or the performance of the Service. Excessive usage may include but is not limited to automated or systematic generation of large volumes of content, continuous or prolonged usage beyond reasonable limits, or activities that significantly strain Our resources. Users engaging in excessive usage or the sharing of login details may, in Our sole discretion, be subject to temporary or permanent restrictions on their access to the Service, with or without prior warning, with no possibility of refunds.

We encourage You to utilize the Service responsibly and to be considerate of others. If You anticipate requiring extensive usage for specific projects or purposes, please contact Us to discuss customized solutions or arrangements.

### **User Accounts**

When You create an Account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your Account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

Each Account is intended for one individual user only, and multiple users sharing one Account is not permitted. You agree not to disclose Your password or Your login details to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is offensive, vulgar or obscene.

## **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

In the event that the Company terminates or suspends Your Account, You understand and agree that You will receive no refund or exchange for any unused time on a Subscription, any content or data associated with Your Account, or anything else.

If You wish to terminate Your Account, You may simply discontinue using the Service.

## **Content**

### **Your Responsibility for Content**

The Company is not responsible for Your Content. You expressly understand and agree that You are solely responsible for the Content and for how it is used and for all activity that occurs under Your account, whether done so by You or by any third person using Your account, including ensuring that the Content does not violate any applicable law or these Terms and Conditions. You represent and warrant that You have all rights, licenses, and permissions needed to provide Input to Our Service.

### **Ownership of Content**

As between You and the Company, 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 the Output.

### **Similarity of Content**

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

## **Objectionable Content**

You understand that by using the Service You may be exposed to Content that You find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of Your use of, or exposure to, any Content.

## **Content Backups**

The Service does not create backups of any Content. It is Your sole responsibility to save and maintain copies of any Content You wish to preserve. The Company is not liable for any loss or deletion of Content. By using the Service, You acknowledge and agree to take appropriate measures to save, backup and safeguard Your Content.

## **Prohibited Uses**

You may use the Service only for lawful purposes and in accordance with these Terms and Conditions. You agree that You will not use the Service in these ways:

- To violate any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- In any manner that could interfere with the proper working of the Service or with any other party's use of the Service, including their ability to engage in real time activities through the Service.
- Attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Introducing any viruses, trojan horses, worms, malware, or other material which is malicious or technologically harmful.
- Attacking the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Using any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Attempting to or assisting anyone to reverse engineer, decompile or discover the source code or underlying components of Our Services, except to the extent this restriction is prohibited by applicable law.

## **Copyright Policy**

### **Intellectual Property Infringement**

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of Our copyright agent via email at [joetoplyn@twentylanemedia.com](mailto:joetoplyn@twentylanemedia.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

### **DMCA Notice and DMCA Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing Our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.

A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.

Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.

Your name, address, telephone number, and email 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, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact Our copyright agent via email at [joetoplyn@twentylanemedia.com](mailto:joetoplyn@twentylanemedia.com).

Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## **Intellectual Property**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, patents, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## **Links to Other Websites**

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

## **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or



other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states and jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states and jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects, without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, originality, or currency of any information or Content provided through the Service; or (iv) that the Service, its servers, the Content, or emails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set

forth in this section shall be applied to the greatest extent enforceable under applicable law.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **For European Union (EU) Users**

If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident.

### **United States Federal Government End Use Provisions**

If You are a U.S. federal government end user, Our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

### **Severability and Waiver**

#### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on Our Service. You agree that the original English text shall prevail in the case of a dispute.

## **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. The modified or replaced Terms and Conditions become effective when they are posted on this site. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new Terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised Terms. If You do not agree to the new Terms, in whole or in part, please stop using the Service.

## **Contact Us**

If You have any questions about these Terms and Conditions, You can contact Us:

By email: [admin@twentylanemedia.com](mailto:admin@twentylanemedia.com)

By mail: P. O. Box 51, Rye, NY 10580, United States