

Last updated: February 11, 2026

These Terms of Use (the “Terms”) govern your access to and use of the Moonlite Labs websites, applications, hosted services, software, APIs, and related features (collectively, the “Services”) provided by Moonlite Media Inc., a Canadian corporation (the “Company,” “Moonlite,” “we,” “us,” or “our”). “Moonlite Labs” is a brand or operating name of Moonlite Media Inc.

PLEASE READ THESE TERMS CAREFULLY. By clicking “I accept,” creating an account, purchasing a subscription, using an API key, or otherwise accessing or using the Services, you represent that:

- you have read and understand these Terms, and you agree to be bound by them
- you are of legal age to form a binding contract where you live
- you have authority to bind yourself or the entity you represent

If you do not agree, do not access or use the Services.

If you are using the Services on behalf of an organization, “you” and “your” include that organization and its authorized users, and you represent you have authority to bind it to these Terms.

These Terms include important provisions about automatic renewal, disclaimers, limits of liability, and dispute resolution.

Please also review our Privacy Policy, which explains how we collect, use, and disclose personal information.

Some Services may be subject to additional terms, policies, or guidelines (“Supplemental Terms”) presented within the Service or during checkout. If Supplemental Terms conflict with these Terms, the Supplemental Terms govern for that specific Service.

We may update these Terms from time to time as described in Section 18.8.

1. Use of the Services

Subject to these Terms and any plan-based limits shown during purchase or within your account, you may access and use the Services for your personal or internal business purposes.

If you have purchased API access, you may use the APIs to integrate the Services into your own applications, products, or services (“Your Applications”) and make the functionality available to end users, provided you comply with Section 2.5 and any branding, attribution, documentation, and usage requirements we provide.

The Services are protected by copyright and other intellectual property laws. All rights not expressly granted are reserved by the Company.

1.1 Software Application License

If we provide downloadable software, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the software solely for your own use and in accordance with these Terms and your plan limits.

If you access the software through Apple App Store or Google Play, you must comply with their applicable rules and terms. The app store provider is not a party to these Terms.

1.2 Updates

The Services may change over time. We may deploy updates, fixes, upgrades, and modifications automatically or with notice. Some changes may require you to update third-party software to continue using the Services.

1.3 Restrictions

You agree you will not, and will not allow any third party to:

- license, sell, rent, lease, distribute, or otherwise exploit the Services except as expressly permitted by the APIs and your plan
- copy, reproduce, or scrape the Services or Website except where permitted by law
- reverse engineer, decompile, or attempt to discover source code or underlying models except to the extent prohibited by applicable law
- interfere with or disrupt the Services, including by exceeding rate limits, circumventing access controls, or attempting to probe or test security
- remove proprietary notices
- use the Services to build, train, develop, or improve competing products or services, including by using Outputs to train competing models, except where such restriction is prohibited by applicable law

Unauthorized use may result in suspension or termination.

2. Registration and Accounts

2.1 Account Registration; API Keys

Certain features require an account (“Account”). API usage requires API credentials (for example, API keys). You are responsible for maintaining the confidentiality of your Account credentials and API keys and for all activity that occurs under them.

You agree to notify us promptly of any unauthorized use or security breach by emailing info@moonlitelabs.com.

2.2 Registration Data; Eligibility

You agree to provide accurate, current, and complete information and to keep it updated. You must meet the minimum age requirements in your jurisdiction. If you are not of legal age to form a binding contract, you may use the Services only with permission and supervision of a parent or legal guardian who agrees to these Terms.

We may suspend or terminate Accounts with inaccurate information or suspected misuse.

2.3 No Ownership in Account

You have no ownership or property interest in your Account or API credentials. We may reclaim usernames or identifiers where legally permitted.

2.4 Corporate Domains

If you create an Account using an email address controlled by an organization, your Account may be associated with that organization’s business account and managed by that organization, subject to applicable law and notice requirements.

2.5 End Users of Your Applications

If you provide end users access to the Services via the APIs, you must have an enforceable end user agreement (“Your EULA”) with terms no less protective of the Company than these Terms, including restrictions, IP protections, and policy compliance. You are responsible for your end users’ compliance and must promptly terminate access for end users who violate Your EULA or these Terms.

3. Responsibility for Content

3.1 Your Content

You are responsible for all content you upload, submit, transmit, store, or generate using the Services, including prompts, scripts, images, video, audio, text, and other materials (“Your

Content”). This includes inputs you provide (“Inputs”) and outputs the Services generate (“Outputs”).

You represent and warrant that you have all rights and permissions needed to provide Your Content and to grant the licenses in these Terms.

3.2 No Obligation to Pre-Screen

We are not obligated to pre-screen content, but we may review, filter, remove, or restrict content at our discretion, including to enforce these Terms, comply with law, or manage risk and safety.

3.3 Storage

We do not guarantee storage or retention of Your Content. You are responsible for backing up Your Content. We may set limits on storage, processing, file sizes, retention, and usage.

4. Ownership and Licenses

4.1 The Services

Except for Your Content, the Company owns all right, title, and interest in the Services, including software, models, design, and documentation.

4.2 Your Content Ownership

As between you and the Company, you retain ownership of Your Content.

4.3 License You Grant to Moonlite to Operate the Services

You grant the Company a worldwide, non-exclusive, royalty-free license to host, store, reproduce, process, transmit, display, and otherwise use Your Content solely to provide, maintain, and secure the Services, including generating Outputs from your Inputs and delivering them to you.

This license includes sublicensing to our service providers (for example, hosting, content delivery, and payment processors) only as needed to provide the Services.

4.4 AI Inputs, Outputs, and Model Improvement

The Services use machine learning and related techniques that may produce non-unique Outputs. Similar or identical Outputs may be generated for other users.

Training and improvement use: Unless you are on a plan that explicitly excludes it (for example, an enterprise plan with a training opt-out), you agree that the Company may use Inputs and Outputs to improve and develop the Services, including for safety, moderation, debugging, evaluation, and model improvement.

If you offer enterprise services, you may add an enterprise-only addendum that excludes training on enterprise customer content.

4.5 Attribution and Username

If you make Your Content public within the Services, you permit us to display your username or profile name in association with that content.

4.6 Feedback

If you provide feedback, suggestions, or ideas, you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use and exploit that feedback for any purpose without compensation.

5. Acceptable Use and Prohibited Content

You agree not to use the Services to create, upload, share, or distribute content that is illegal, harmful, or violates the rights of others. Without limiting the above, you must not:

- infringe intellectual property, privacy, or publicity rights
- generate or distribute sexual content involving minors, or any exploitative sexual content
- promote violence, hate, harassment, or discrimination
- engage in fraud, deception, or impersonation
- attempt to bypass safety systems or moderation
- upload malware, attempt unauthorized access, or disrupt the Services
- use the Services to create or distribute content that is unlawful where you or your recipients are located

We may remove content and suspend or terminate access for violations.

6. Investigations and Enforcement

We may investigate suspected violations and take any action we deem appropriate, including removal of content, restricting access, suspending Accounts, terminating Accounts, and cooperating with law enforcement where legally required or appropriate.

7. Interactions With Other Users

You are responsible for your interactions with other users. We are not responsible for user conduct or user-generated content. Any disputes are between users, although we may intervene at our discretion.

8. Fees, Billing, and Purchase Terms

8.1 Payment

If you purchase a subscription or paid features, you agree to pay all applicable fees and taxes and provide a valid payment method through our payment processor.

8.2 Subscriptions

Paid subscriptions begin on the date you complete purchase (“Service Commencement Date”). Plan features and limits are as described at purchase and may change as described in Section 8.4.

8.3 Taxes

You are responsible for applicable taxes. We will charge sales tax where required.

8.4 Automatic Renewal; Cancellation

Subscriptions automatically renew for the same term unless you cancel before the renewal date through your account billing settings.

If you cancel, you will retain access until the end of the then-current term unless stated otherwise. Except as required by law, we do not provide prorated refunds for unused time.

We may change fees, plan features, or limits for future renewal periods. If you continue after changes take effect, you accept the changes.

8.5 Refunds

Except as required by law or expressly stated at purchase, fees are non-refundable. We may issue refunds or credits at our discretion. If we issue a refund, we may terminate or downgrade your access effective upon the refund.

9. Indemnification

You agree to indemnify and hold harmless the Company and its directors, officers, employees, contractors, and agents from claims, damages, liabilities, and expenses (including reasonable legal fees) arising from:

- Your Content or Your Applications
- your use of the Services
- your violation of these Terms
- infringement or violation of third-party rights
- your breach of law or regulation

10. Disclaimers

To the maximum extent permitted by law, the Services are provided “as is” and “as available” without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You acknowledge:

- Outputs may be inaccurate, incomplete, or non-unique
- you are solely responsible for how you use Outputs
- the Services may be interrupted, delayed, or contain errors
- beta features are experimental and may change or be discontinued

11. Limitation of Liability

To the maximum extent permitted by law:

- the Company is not liable for indirect, incidental, special, consequential, or punitive damages, or loss of profits, revenue, data, or goodwill
- the Company’s total liability for any claim arising out of or relating to the Services will not exceed the greater of (a) the amount you paid to the Company in the 12 months before the event giving rise to the claim, and (b) CAD \$100

Some jurisdictions do not allow certain limitations. In those jurisdictions, liability is limited to the greatest extent permitted by law.

12. Copyright and IP Complaints (Notice and Takedown)

If you believe content on the Services infringes your copyright or other IP rights, send a notice to our IP Agent with:

- your name and contact information
- identification of the work claimed to be infringed
- the location of the material (URL or sufficient detail)
- a statement of good faith belief the use is not authorized
- a statement that the information is accurate
- your signature (physical or electronic)

IP Agent Contact:

Moonlite Media Inc.

Attn: IP Agent

Email: info@moonlitelabs.com

We may remove content and terminate repeat infringers where appropriate.

13. Monitoring and Enforcement Rights

We may remove content, restrict access, or terminate Accounts for any reason, including to protect the Services, enforce these Terms, comply with legal obligations, or reduce risk.

14. Term and Termination

14.1 Term

These Terms begin when you first accept or use the Services and continue until terminated.

14.2 Termination by Moonlite

We may suspend or terminate access immediately if you breach these Terms, if payment fails, if required by law, or if we determine your use creates risk to the Company, users, or the public.

14.3 Effect of Termination

Upon termination, your right to access the Services ends. We may delete or retain Your Content consistent with our Privacy Policy, retention practices, and legal obligations. Provisions that by their nature should survive will survive, including IP, disclaimers, limitation of liability, indemnity, and dispute resolution.

15. International Use

You are responsible for compliance with local laws where you access or use the Services. The Services may not be available in all jurisdictions.

16. Dispute Resolution

Except where prohibited by law, you agree that disputes arising out of or relating to these Terms or the Services will be brought exclusively in the courts located in Winnipeg, Manitoba, and you consent to personal jurisdiction there.

17. Third-Party Services

The Services may integrate third-party services (for example, payment providers, cloud storage, or app stores). Your use of third-party services is governed by their terms. We are not responsible for third-party services.

If we use a payment processor such as Stripe, your payment may be processed under Stripe's terms and privacy policy.

18. General Provisions

18.1 Electronic Communications

You consent to receiving notices and communications electronically.

18.2 Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms as part of a merger, acquisition, corporate reorganization, or sale of assets.

18.3 Force Majeure

We are not liable for delays or failures due to events beyond our reasonable control.

18.4 Support

Questions or complaints: info@moonlitalabs.com

18.5 Governing Law

These Terms are governed by the laws of the Province of Manitoba and the federal laws of Canada applicable in Manitoba, without regard to conflict of laws principles.

18.6 Language

The parties confirm that these Terms and related documents are drafted in English.

18.7 Notices

Any notices to the Company under these Terms must be sent to: info@moonlitalabs.com.

18.8 Changes to Terms

We may modify these Terms by posting an updated version and changing the “Last updated” date. If changes are material, we may provide additional notice where required by law. Your continued use after the effective date constitutes acceptance.

18.9 Severability

If any provision is held unenforceable, the remainder remains in effect.

18.10 Entire Agreement

These Terms, any Supplemental Terms, and the Privacy Policy constitute the entire agreement regarding the Services.