

Partners' Terms of Service Agreement

29th of May, 2024

This Terms of Service Agreement ("Agreement") is made and entered into by and between BEGLOBALCO OÜ, an Estonian corporation, having its principal place of business at Männimäe, 74626, Pudisoo küla, Kuusalu vald, Harju maakond, Republic of Estonia ("SoulsHub"), and the individual agreeing to these terms ("Partner"). This Agreement governs the creation and use of official AI replicas of the Partner by SoulsHub.

1. Definitions and Scope

1.1 Partner: An individual whose AI replica is created by SoulsHub for its marketplace.

1.2 Marketplace: The platform operated by SoulsHub where users can engage with AI replicas for companionship, mentorship, learning, entertainment, and other purposes.

1.3 Platform Description: SoulsHub is a digital cloning platform that allows users to create AI-powered clones of Partners and deploy them in various manners. You understand and acknowledge that AI replicas may not accurately represent the people they are intended to simulate, and their actions and statements are for entertainment purposes only. You should not rely on any statements, representations, or information provided by AI replicas for any purpose, including but not limited to decision-making, personal, financial, medical, or legal matters. SoulsHub disclaims any responsibility or liability arising from your reliance on AI replicas or their actions or statements.

2. Rights and Obligations

2.1 Rights Granted to SoulsHub:

- The Partner grants SoulsHub the exclusive right to create, host, and maintain the official AI replica of the Partner on its Marketplace.
- SoulsHub is authorized to eliminate unauthorized AI replicas of the Partner from other platforms.

2.2 SoulsHub's Obligations:

- 1) SoulsHub shall ensure the correct functioning of the AI replicas.
- 2) SoulsHub will provide visible data about user insights on the dashboard. This data may include information such as device types, usage times, and other metrics related to user behavior, provided such data collection and use complies with applicable laws. SoulsHub may access and utilize this data at its discretion for any lawful purpose.
- 3) For paid models, SoulsHub will pay monthly commissions to the Partner as follows:

- 70% commission of the price chosen by the Partner for the basic AI model with calling and video avatar.

- 75% commission of the price chosen by the Partner for the basic AI model with calling.

- 80% commission of the price chosen by the Partner for the basic AI model.

The commission includes all applicable taxes on SoulsHub's side; however, the Partner is responsible for any taxes applicable to them.

2.3 Advertising Commissions:

- SoulsHub will handle advertising of the Partner's products and will retain a commission ranging from 10% to 25%, depending on the niche. The specific percentage will be agreed upon with the Partner.

3. Intellectual Property

3.1 Ownership: The Partner retains all intellectual property rights in their likeness and persona. SoulsHub uses this IP solely for the creation and maintenance of the Partner's AI replica.

3.2 Attribution: The AI replica will provide sources for the information it generates, ensuring transparency and proper attribution.

4. Compensation and Payment

4.1 Payment Terms: Payments will be made on a monthly basis to the Partner, according to the commission structure specified in Section 2.2.

5. Confidentiality

5.1 Non-Disparagement: The Partner agrees not to defame or speak negatively about SoulsHub and its products at any time.

5.2 Prohibited Uses: Additionally, the Partner agrees not to:

- Use SoulsHub in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of SoulsHub, including their ability to engage in real-time activities through SoulsHub.

- Use any robot, spider, or other automatic device, process, or means to access SoulsHub for any purpose, including monitoring or copying any of the material on SoulsHub.

- Use any manual process to monitor or copy any of the material on SoulsHub, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of SoulsHub.

- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of SoulsHub, the server on which SoulsHub is stored, or any server, computer, or database connected to SoulsHub.

- Attack SoulsHub via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise, attempt to interfere with the proper working of SoulsHub.

6. Term and Termination

6.1 Duration: This Agreement remains in effect until the Partner chooses to pause or delete their AI replica.

6.2 Termination: The Partner may request to pause or delete their AI replica by providing SoulsHub with seven (7) days' notice. If there are active subscriptions, the Partner must wait until these subscriptions end before the AI replica can be paused or deleted.

7. Governing Law

7.1 Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Estonia.

8. Miscellaneous

8.1 Amendments: We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of SoulsHub thereafter.

8.2 Trademarks: The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on SoulsHub are the trademarks of their respective owners