

SESSION FORGE

Terms of Use

Effective date: October 1, 2026

These Terms of Use ("Terms") are an agreement between you and **Session Forge LLC**, a limited liability company registered in **Minnesota**, operating as **Session Forge** ("Company," "we," "us," or "our"). They govern Session Forge's websites, applications, virtual-tabletop and session-management tools, content-hosting features, and related services (collectively, the "Service"). The Service is an online-only product; subscriptions and purchases through it provide digital access, features, or items. "You" means the individual accepting these Terms and any entity that individual is authorized to bind.

A "Session" is an ongoing shared workspace within the Service for gameplay, collaboration, and content; it may span multiple game meetings and is distinct from a login session.

IMPORTANT: THESE TERMS CONTAIN WARRANTY DISCLAIMERS, LIMITATIONS ON LIABILITY, AND AN AGREEMENT TO RESOLVE MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION RATHER THAN A COURT OR CLASS ACTION. SECTION 23 EXPLAINS THE EXCEPTIONS AND YOUR RIGHT TO OPT OUT WITHIN 30 DAYS.

By selecting the control expressly indicating your agreement, you accept these Terms. If you do not agree, do not use the account-based Service. Declining replacement terms does not waive rights arising under an earlier agreement, prevent you from canceling recurring billing, or eliminate applicable privacy rights. Agreement to these Terms does not, by itself, authorize a purchase or recurring charge.

1. Eligibility and permitted territory

You must be at least 18 years old, have legal capacity to enter this agreement, and reside in the United States. The Service is offered for U.S. customers only. You must not register for a child, allow a minor to use your account, misrepresent your eligibility or location, or circumvent territorial restrictions. We may request reasonably necessary information to verify eligibility and may restrict access when eligibility cannot be established. We do not represent that the Service is available, appropriate, or lawful in other territories.

If you use the Service for an organization, you represent that you have authority to bind it. You must not use the Service if doing so would violate applicable sanctions, export restrictions, or other law. Eligibility restrictions do not eliminate rights or duties that applicable law makes nonwaivable.

2. Accounts and security

Provide accurate registration and billing information and keep your account email current. Keep credentials and integration secrets confidential. You may not sell, rent, transfer, share, or purchase an account without our written permission. You are responsible for your own actions and for access you authorize, including actions taken by people to whom you give credentials or permissions. Nothing here makes you automatically responsible for activity caused by our violation of a nonwaivable duty.

Notify sessionforgeinc@gmail.com promptly if you suspect unauthorized access. We may require reasonable account verification, reset credentials, restrict login sessions, or suspend access to protect users and the Service. We are not required to accept instructions from an unverified person or resolve competing ownership claims without adequate evidence. We may prohibit replacement accounts used to evade restrictions. Keep independent copies of content important to you.

3. Service license and permitted use

While you comply with these Terms and applicable purchase terms, we grant you a limited, nonexclusive, nontransferable, nonsublicensable permission to access the Service for its intended tabletop, Session management, communication, and creative functions. This permission does not transfer ownership of our software, branding, or other materials. Separate express licenses for open-source components, third-party assets, and purchased content govern those materials to the extent applicable.

You must not resell or operate the Service as an unauthorized service bureau; remove proprietary notices; circumvent access, security, billing, usage, or technical controls; reverse engineer except to the extent law expressly permits despite this restriction; scrape or collect other users' content or personal information without authorization; introduce malware; overload the Service; or use unauthorized automation or interfaces. You must not use Service content to train or supply an unrelated AI system without the necessary rights and our authorization for access to the Service. This restriction does not require our permission to use lawfully held independent copies of your own content outside the Service. This paragraph does not prohibit lawful independent research or other conduct that cannot validly be restricted by contract.

You are responsible for your devices, network, and compatibility with supported software. Plan-specific storage, file-size, rate, and feature limits may apply as disclosed in the Service or at purchase. Free and experimental features may be modified or withdrawn. Changes affecting paid commitments are governed by Sections 13–17.

4. Your content and operational license

"User Content" includes notes, messages, Session materials, maps, images, videos, audio, prompts, files, and other material you submit, upload, transmit, link, or share through the Service. You retain whatever ownership rights you have in your User Content. We do not acquire ownership merely because you use the Service.

You grant us a worldwide, nonexclusive, royalty-free license to host, store, reproduce, transmit, distribute, display, perform, and process User Content as reasonably necessary to provide, maintain, secure, and support the Service. This includes format conversion, compression, thumbnails, previews, caching, backups, requested AI or transcription processing, authorized collaborative edits, and delivery to the participants and recipients you permit to access it. Adaptations and derivative works are authorized only for these service purposes or transformations you request.

We may sublicense these rights to service providers acting for us and, as necessary for authorized collaboration, to participants you permit to access the content. We may transfer the license with a permitted assignment of the Service business or these Terms. The license does not independently authorize sale of your User Content, use in external advertising, or training machine-learning models. Any separate permission for those uses must be disclosed and obtained as required by law.

The license lasts while the relevant content remains in the Service. After removal, it continues only as reasonably necessary for processing already requested, previously authorized collaborative uses, orderly retirement of backups, security and abuse evidence, dispute resolution, and legal retention. Retention and processing remain subject to applicable law and our Privacy Notice. Deletion cannot recall copies already lawfully obtained by other people.

You represent and warrant that you have the rights, consents, and authority necessary to provide your User Content and permit these uses. This includes applicable copyright, music, privacy, publicity, confidentiality, and other permissions. Owning or buying a copy does not necessarily permit uploading, broadcasting, or sharing it. You are responsible for the content you submit and the uses you authorize, subject to applicable law.

5. Sessions, collaboration, and other users

When you share content in a Session, you authorize access, display, use, and collaborative editing within that Session as enabled by the permissions you select. Unless you and the relevant participants separately agree otherwise, participants may continue the previously authorized Session use of shared contributions after you leave. This is a limited collaboration license, not permission for unrelated publication, sale, or exploitation, and it remains subject to applicable removal rights and restrictions. These collaboration permissions do not require Company to retain contributions, restore access, or continue hosting a Session, except where applicable law or an express purchase commitment requires otherwise.

Session administrators may manage membership, permissions, settings, and shared resources. These administrative powers do not transfer participants' copyrights. Losing access to a Session, leaving it, or closing your account may not remove shared contributions or copies others lawfully retained. Do not share content unless you intend the authorized recipients to receive it and have authority to grant the stated permissions.

We do not guarantee another user's identity, conduct, permissions, availability, or performance of an arrangement with you. We may help address reported misuse but are not required to adjudicate private Session, ownership, or payment disputes except as law requires. Do not rely on Session membership as proof of confidentiality. Any separate agreement among participants is their responsibility and does not bind Company without its express agreement.

6. Prohibited content and conduct

You must not use the Service, including private Sessions, messages, links, profiles, uploads, or AI inputs, to create, upload, request, distribute, promote, or facilitate:

- Child sexual abuse or exploitation, sexual solicitation of minors, trafficking, or sexualized depictions of minors, including synthetic or fictional depictions.
- Pornography, sexually explicit material, or sexual services.
- Intimate imagery shared without the depicted person's consent, including manipulated or synthetic depictions.
- Credible threats, stalking, targeted harassment, doxxing, unlawful discrimination, or conduct intended to facilitate violence or abuse.
- Fraud, credential theft, unlawful impersonation, deceptive endorsements, malware, unauthorized access, or attempts to conceal those activities.
- Infringement of intellectual-property, privacy, publicity, contractual, or other legal rights.

- Unsolicited bulk messages, abusive invitations, unlawful commercial activity, illegal gambling, or circumvention of enforcement.

You must not submit sensitive information unnecessary for the Service, such as payment-card credentials in chat, government identification documents, medical records, or confidential information you lack authority to disclose. Permission from a Session administrator does not override these Terms. Nothing here prohibits honest consumer reviews, lawful reporting to authorities, or other protected activity.

7. Content enforcement and general reports

Subject to applicable law and these Terms, we may, in our discretion, review content, investigate suspected violations, restrict distribution, remove or disable content, limit features, and suspend or terminate access to enforce these Terms, protect users or the Service, or comply with law. We may act without advance notice, subject to notices required by law or the copyright procedure in Section 8. We may consider severity, available evidence, repeated conduct, and attempts to evade restrictions.

We do not undertake a general obligation to preapprove User Content, proactively search for violations, continuously monitor communications, or independently verify submissions. Content restrictions do not guarantee that violations will be detected or prevented. Any voluntary review does not establish a continuing contractual commitment to inspect other content. This paragraph does not limit applicable legal duties or the specific procedures in Sections 8 and 9. We may preserve relevant information and cooperate with competent authorities when legally permitted or required.

Report suspected abuse or unlawful content to sessionforge LLC@gmail.com, identifying its location, the concern, and a way to contact you. A Service account is not required to report. Do not attach suspected child sexual abuse material; provide information allowing us to locate it. We will make required CyberTipline reports and preserve relevant information as required by law. Contact emergency services for immediate danger. Copyright and intimate-image reports have the specific procedures below.

Except where required by law or expressly provided in Sections 8 and 9, these Terms do not create an internal appeal or reinstatement procedure. This does not restrict statutory remedies, copyright counter-notices, honest consumer reviews, or lawful complaints and reports, and does not authorize unlawful retaliation.

8. Copyright notices and repeat infringement

Copyright notices should be directed to: **Copyright Manager, Session Forge LLC, 2051 Chatham Rd #42024, Springfield, IL 62704, USA**, telephone [DMCA TELEPHONE], email sessionforge LLC@gmail.com.

A notice must provide: (a) the owner's or authorized representative's physical or electronic signature; (b) identification of the copyrighted work, or a representative list of multiple copyrighted works at a single online site; (c) identification and sufficient location information for the challenged material; (d) the sender's address, telephone number, and email if available; (e) a good-faith statement that the use lacks authorization from the owner, its agent, or law; and (f) an accuracy statement and declaration under penalty of perjury of authority to act for the exclusive-right owner.

We respond expeditiously to qualifying notices and may share them with affected users. We take reasonable steps to promptly notify affected subscribers of removals made in response to qualifying copyright notices. A user claiming mistaken removal may send a counter-notice with their signature; the material and former location; a good-faith,

under-penalty-of-perjury statement of mistake or misidentification; name, address, and telephone; and consent to the jurisdiction of the federal district court covering their address or, if their address is outside the United States, any federal district court where Company may be found, and agreement to accept service of process from the complainant or its agent.

Under the statutory counter-notice procedure, we promptly send the complainant a copy of a qualifying counter-notice and advise that restoration is planned in 10 business days. We restore material between 10 and 14 business days after receipt unless our designated agent first receives notice that the complainant has filed an action seeking a court order to restrain the challenged infringement. Independently justified restrictions may still apply. Knowingly making material misrepresentations may create legal liability.

We terminate accounts of repeat copyright infringers in appropriate circumstances and may act on a serious violation without awaiting repetition. We may consider notices, counter-notices, evidence, and evasion when implementing this policy.

9. Nonconsensual intimate imagery

A depicted person or authorized representative may request removal of intimate imagery, including qualifying synthetic depictions, by emailing sessionforgellc@gmail.com. No account or copyright ownership is required. Include a physical or electronic signature, identification and location of the imagery, a brief statement of the person's good-faith belief that publication occurred without consent with relevant supporting information, and contact information.

For a valid request covered by the TAKE IT DOWN Act, we remove the qualifying depiction as soon as possible and no later than 48 hours after receiving the request. Within that same period, we make reasonable efforts to identify and remove known identical copies. Lawful separate preservation does not authorize continued user access. This procedure is separate from copyright counter-notices.

10. Privacy, storage, and deletion

Our **Privacy Notice** at <https://sessionforge.net/privacy/privacy-v3.html> describes personal-information practices. It is a notice of those practices, not a waiver of statutory rights or blanket consent to unrelated processing. We may access, use, preserve, and disclose information for service operation, support, security, enforcement, and legal obligations only as described in that notice and permitted by law. These Terms do not represent that the Service is end-to-end encrypted or inaccessible to authorized support personnel.

The Service may store information and media locally on your device as well as on servers. Signing out does not necessarily erase local data. Protect shared devices and use available cache-clearing controls when appropriate. Clearing a browser cache does not delete the server account or cancel billing.

Archiving or deleting content in the interface may remove it from ordinary view without immediately erasing all retained copies. Applicable privacy requests may be submitted to sessionforgellc@gmail.com. We may reasonably verify identity and retain information where legally permitted or required, including legal holds, abuse evidence, transaction records, and routine backups. These provisions do not authorize indefinite retention contrary to applicable law or our Privacy Notice. Independently retained recipient copies remain subject to applicable law and the permissions received.

11. AI assistance and speech-to-text

AI features may send the text you submit and contextual note names, category names, and associated identifiers from your current Session to outside providers to generate, organize, or transform material. Use them only when you have authority for that processing. See our Privacy Notice for information about provider processing.

AI results may contain errors, fabricated statements, offensive material, or similarities to others' work. Review results before saving, sharing, publishing, selling, or relying on them. These are creative and entertainment tools, not professional advice or systems for medical, legal, financial, emergency, or other consequential decisions. Do not misrepresent authorship or endorsement or bypass provider safeguards.

As between you and Company, you retain rights in your inputs. To the extent we acquire transferable intellectual-property rights in results generated specifically for you, we assign those rights to you, subject to third-party and contributor rights and the operational license in Section 4. This allocation does not establish that any result is copyrightable, exclusive, accurate, original, or free of third-party claims. Others may receive similar results. No particular model or provider is guaranteed.

Speech-to-text captures microphone audio and may process it through browser recognition or an outside transcription provider. Audio can include nearby people. Before capture, give required notices and obtain all legally required permissions from people whose communications will be captured, transmitted, or transcribed. Stop if the necessary authorization is absent or withdrawn. A browser microphone prompt does not establish other participants' consent. Covert or unlawful recording and transcription are prohibited.

Monitor capture, stop it when no longer wanted, and review transcripts for mistakes or incorrect attribution. Do not use transcription where errors or unintended capture could create safety risks or violate rights. These provisions do not relieve Company of duties imposed on it by law.

12. Connected devices and third-party services

Optional Home Assistant and other integrations depend on external equipment, networks, and providers. You must own the devices or have permission to control them. By configuring and invoking an integration, you authorize transmission of the requests initiated through it. A configured action, including a button labeled **Test**, may immediately operate real equipment. You are responsible for configuring your devices and automations and checking the action associated with a saved webhook before invoking it. Company does not undertake to inspect or certify your equipment, configuration, or automations.

Use device integrations only for noncritical entertainment or ambience that remains safe despite unexpected, repeated, delayed, or missing commands. Do not connect emergency systems, medical equipment, security or access controls, hazardous machinery, or other applications in which a failure could cause injury, property damage, or danger. Maintain independent safeguards. The Service is not a safety mechanism.

Protect webhook addresses and integration credentials. Revoke or replace compromised credentials with the issuing provider. Removing an integration from Session Forge does not itself revoke upstream credentials or disable external automations. We do not promise precise timing, successful execution, uninterrupted connectivity, or permanent compatibility. We may restrict integrations for safety, legal, security, technical, or provider-related reasons, subject to paid commitments and applicable law.

External services and content may have separate terms and privacy practices. A link, integration, game reference, or author reference does not itself imply our endorsement or the third party's sponsorship. We are not a party to your independent agreement with another provider. Any responsibility imposed on us by law remains unaffected.

13. Prices, orders, and payment

Paid features are available only when offered through an actual purchase flow. Before ordering, review the item or plan description, price, currency, billing interval, applicable taxes, access duration, and material restrictions. The specific terms clearly disclosed and accepted at checkout govern that purchase where they conflict with these general Terms. A displayed price or preview does not by itself complete a purchase. We may correct typographical errors, inaccuracies, or omissions in Service information. Corrections do not retroactively change accepted purchase terms or eliminate remedies for legally actionable misrepresentations.

You authorize charges only through the applicable purchase authorization and represent that you may use the payment method. We may use third-party processors. You are responsible for properly disclosed purchase charges and applicable transaction taxes, excluding taxes on our net income. We may reject an order for a legitimate fraud, availability, legal, or pricing-error reason. If we reject an already paid order, we will reverse or refund the affected charge. We will not impose an undisclosed higher price without your agreement.

If payment fails, we may notify you, retry as authorized and lawful, suspend unpaid features, or cancel the affected plan. You remain responsible for valid amounts already due, but no clause here waives statutory billing-dispute or chargeback rights. Contact sessionforgellc@gmail.com about errors; requesting help is not a prerequisite to exercising a legal remedy.

14. Subscription renewal and cancellation

A SUBSCRIPTION AUTOMATICALLY RENEWS FOR THE BILLING PERIOD AND PRICE DISCLOSED AT CHECKOUT UNLESS CANCELED. Recurring charges require your separate express authorization to the renewal offer. Any trial or introductory price, conversion date, later price, and cancellation deadline will be disclosed before authorization. We will provide a retainable confirmation and notices required by applicable law.

You may stop renewal using the online cancellation method in your purchase confirmation and account billing controls, or by contacting sessionforgellc@gmail.com. A cancellation received before renewal prevents that renewal charge. Cancellation stops future renewals promptly; unless the purchase terms or law provide otherwise, access continues through the already paid period. These Terms impose no cancellation deadline earlier than the renewal time. We will provide a usable alternative if you cannot access your account. A retention offer is not a required step to cancel.

Except where law, the accepted purchase terms, or Sections 16–17 require otherwise, voluntary cancellation does not entitle you to a partial-period refund, and unused time or benefits do not roll over. Deleting local files, leaving a Session, or signing out is not cancellation. A verified account-closure request to Company includes cancellation of Company-billed subscriptions associated with that account. Purchases billed by a separately identified third-party seller are governed by that seller's cancellation process, without limiting rights against Company imposed by law.

Renewal prices may change prospectively with the notice and consent required by law and a practical opportunity to cancel. We do not increase the price of an already paid period retroactively. Required renewal, trial, annual, or price-change notices will be provided on the applicable statutory schedule. Accepting these Terms does not substitute for those notices or purchase consent.

15. Digital items and purchase restrictions

A digital-item purchase grants the limited access or use license described at checkout. Unless expressly stated otherwise, it grants no ownership of the underlying software or intellectual property, no cash value, and no right to resell, transfer, sublicense, or use the item outside the Service. The item offer identifies whether access is tied to an account or a Session, any sharing permissions, subscription requirements, and the duration of access.

Unless a specific duration is promised, the license permits use while the relevant Service and item remain available and your account remains eligible, subject to these Terms. It is not a promise that the Service will operate forever or that an item will work in every future version. We may make reasonable technical changes, subject to the accepted purchase description, mandatory rights, and Section 17.

Except where law, an accepted offer, or these Terms require otherwise, fulfilled digital-item purchases are nonrefundable. This does not exclude remedies for unauthorized charges, nondelivery, legally actionable defects or misdescription, or other nonwaivable claims. Refunds or valid reversals may end the corresponding entitlement. These Terms alone do not authorize forfeiture of unrelated purchases because you raise a good-faith dispute.

16. Suspension, termination, and account closure

We may immediately restrict or terminate access for a material breach, unlawful conduct, infringement, fraud, nonpayment, a credible safety or security risk, legally compelled action, or repeated evasion of enforcement. We may disable particular content, accounts, Sessions, integrations, or features rather than the entire Service. Except as required by applicable law or an express purchase commitment, advance notice and an opportunity to cure are discretionary.

We may discontinue a free account or terminate an account for our business convenience, subject to notice required by applicable law or an express purchase commitment. For termination of paid access for our convenience, we will refund the unused prepaid subscription portion and charges for unfulfilled items. Materially disabling a paid item for our convenience is also subject to Section 17 and applicable law.

If termination results from your material breach, access and licenses may end immediately and amounts already earned remain due. Refunds, offsets, and retention of prepayments remain subject to applicable law and the accepted purchase terms; there is no automatic forfeiture of every payment. We will stop future renewals for a Company-billed subscription when we permanently terminate its paid access. Temporary suspension does not authorize charging indefinitely for a service we have permanently withdrawn.

You may request account closure at sessionforge LLC@gmail.com. Closure ends access, stops associated Company-billed renewals, and initiates the applicable retention/deletion process, subject to reasonable verification. Merely closing an account does not discharge valid accrued obligations or erase lawfully retained evidence. We may preserve limited access needed for billing cancellation, lawful requests, and obtaining legally required records. Do not create a replacement account to evade a restriction.

17. Service changes, discontinuation, and shutdown

We may develop, modify, replace, restrict, suspend, or discontinue the Service or any feature, including ending the business. We do not promise perpetual operation, continuing support for a specific technology, or availability of a particular free feature. Security incidents, provider failures, legal requirements, and other events may require immediate action.

Unless applicable law or an express purchase commitment requires otherwise, Company does not promise advance notice of discontinuation or a period of continued access for retrieving content. We will provide any notice, access, or retrieval opportunity those obligations require. Any additional notice or retrieval assistance is discretionary. Available export functions may not include every type of content or produce a restorable Session. Retain your original files and independent copies at all times.

We will stop new sales and future renewals for the discontinued service. If we permanently stop providing a prepaid subscription before its paid period ends for reasons other than your material breach, we will refund its unused prepaid portion. We will refund unfulfilled purchases. If we permanently withdraw a paid item or materially eliminate a paid benefit, we will honor any promised access period, offer a reasonably equivalent replacement you accept, or provide an appropriate refund or other remedy required by the accepted purchase terms or law. Completed platform-dependent item purchases carry no additional contractual shutdown refund beyond these commitments, the offer, and applicable law.

After shutdown or termination, we may remove retained content under our Privacy Notice and retention practices, subject to legal holds and applicable obligations. We need not maintain inactive infrastructure indefinitely or provide custom migration, restoration, or formats not expressly promised. This section does not authorize unlawful destruction of evidence or withholding records that law requires us to supply.

18. Storage, backups, and availability

The Service is an entertainment and collaboration tool. Unless a separately accepted written commitment expressly says otherwise, it is not an archival, disaster-recovery, records-preservation, or guaranteed-backup service. Export tools cover only the information and formats they identify; they may not produce a complete restorable Session. Local caches can be cleared, replaced, corrupted, or lost. Any internal backups are maintained for our operating purposes and do not create a promised restoration service.

You are responsible for retaining original uploads and reasonable independent copies of important content. We do not promise uninterrupted or error-free operation, a minimum uptime, recovery of deleted material, a specific recovery time, or indefinite storage unless expressly agreed. Do not use the Service for critical records, emergency communications, regulated workflows requiring controls we have not expressly committed to supply, or activities where failure could cause injury or substantial harm.

We may remove stored media, including videos, images, and audio, associated with an account that does not have active paid access covering that storage. For discretionary cleanup, we may use a threshold of 12 months after the later of the upload date and the most recent date on which paid access covering that media ended. If no paid access covered the media, the upload date is the reference date. This is not a guaranteed minimum storage period or a promise to delete on that date. Earlier removal, including for resource management, enforcement, service changes, or shutdown, remains possible under these Terms, subject to applicable law and express purchase commitments. Paid access does not create a permanent-storage guarantee.

We may perform maintenance, enforce disclosed resource limits, and retire unsupported functionality, subject to paid commitments and law. These provisions allocate service expectations; they do not excuse breach of an express enforceable promise or a nonwaivable legal duty.

19. Intellectual property and feedback

Company and its licensors retain all rights in the Service, its software, branding, designs, and Company-provided materials except as expressly licensed. You may not imply Company sponsorship, use Company marks in a manner that infringes our rights or misleadingly suggests affiliation or endorsement, or remove required third-party notices. These Terms grant no rights in another publisher's books, rules, characters, art, music, or trademarks beyond the actual applicable license. Comply with attribution and other conditions of any separately licensed material.

If you voluntarily provide product suggestions, you grant Company, to the extent you hold the necessary rights, a perpetual, worldwide, royalty-free, nonexclusive, transferable, and sublicensable license to use, reproduce, adapt, and incorporate those suggestions in developing, improving, and commercializing the Service, including through contractors and successors, without payment and subject to applicable law. We are not required to implement or respond to product suggestions. This provision does not transfer ownership of consumer reviews, restrict honest criticism, or license unrelated User Content for advertising. Do not provide suggestions you lack authority to license.

20. Warranty disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND COMPANY-PROVIDED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE.

Subject to mandatory rights and express enforceable commitments, we do not warrant that the Service, content, AI output, transcripts, integrations, or digital items will be accurate, reliable, secure against every threat, continuously available, compatible with every device, or free of loss, corruption, error, or interruption. No informal support communication creates a warranty beyond a promise that is legally binding. We do not guarantee that another user's content or conduct is lawful.

These exclusions do not override express purchase commitments or warranties and remedies that applicable law does not allow us to disclaim. They apply only to the extent lawful in your circumstances.

21. Limitations of liability

"Company Parties" means Company and its officers, members, managers, employees, contractors, licensors, and service providers acting in connection with the Service. The protections below apply only to claims for which each protected person may lawfully receive them; they do not exempt a person from their own nonwaivable responsibility.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, LOSS OR

CORRUPTION OF DATA, COSTS OF SUBSTITUTE SERVICES, OR SERVICE INTERRUPTION, ARISING FROM OR RELATED TO THE SERVICE OR THESE TERMS, EVEN IF ADVISED THAT SUCH LOSS WAS POSSIBLE. The data-loss exclusion includes the value of lost content and reconstruction costs only to the extent those exclusions are lawful.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY PARTIES' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) US \$100 OR (B) THE AMOUNT YOU PAID COMPANY FOR THE SERVICE DURING THE 12 MONTHS BEFORE THE EVENT FIRST GIVING RISE TO THE CLAIM.

Related claims arising from substantially the same facts are subject to one aggregate limit. This limit applies across available legal theories, including contract, tort, and negligence, only where law permits.

The exclusions and cap do not apply to fraud, willful misconduct, gross negligence, or death or personal injury caused by negligence. They also do not apply to other liability to the extent applicable law prohibits its exclusion or limitation. They do not reduce refunds or restitution we expressly owe under these Terms, eliminate nonwaivable statutory remedies or statutory fee awards, restrict public injunctive relief that cannot lawfully be waived, or limit payment obligations we undertake for arbitration. If a particular exclusion is unlawful, the remaining lawful limitations still apply to the extent permitted, without rewriting the unlawful term to take away a mandatory right.

These limitations reflect the allocation of risk used in providing free and paid access. They do not create a remedy unavailable under law or make an otherwise unlawful term valid merely because you accepted it. Nothing obligates us to reimburse a loss beyond an enforceable contractual or legal duty.

22. Third-party claims and indemnification

To the extent permitted by law, you will indemnify Company Parties against third-party claims, resulting damages, judgments, reasonable settlements, and reasonable legal expenses to the extent caused by your unlawful User Content, infringement or violation of another person's rights, material breach of these Terms, or willful or negligent misuse of the Service. This obligation does not cover losses caused by a Company Party's own breach, negligence, fraud, willful misconduct, or nonwaivable legal responsibility, and is reduced to reflect that responsibility where appropriate.

We will give reasonably prompt notice of a covered claim; delay excuses your obligation only to the extent it materially prejudices your defense. You may defend through qualified counsel reasonably acceptable to us. We may participate at our expense, or take control at your reasonable expense when you fail to provide an adequate defense after notice or an actual conflict requires separate representation. You will reasonably cooperate with the defense of a covered claim, including providing relevant, nonprivileged information within your possession or control when lawful. Neither party may settle so as to admit the other's fault, impose nonmonetary obligations, or fail to release the other without its consent, not unreasonably withheld.

This is a third-party-claim provision. It does not penalize your good-faith claim against Company, criticism, statutory complaint, or lawful exercise of chargeback, reporting, or privacy rights. It does not require advance payment of disputed amounts without agreement or a lawful determination of the obligation.

23. Individual arbitration and dispute resolution

23.1 Agreement and scope. Subject to the exceptions and opt-out provisions below, you and Company agree to resolve disputes between us arising out of or relating to these Terms, the Service, purchases, or our relationship through binding individual arbitration. This includes contract, statutory, and tort claims, subject to applicable law. The Federal Arbitration Act governs this arbitration agreement. Arbitration ordinarily replaces a judge or jury and has limited court review.

23.2 Informal discussion. Either party may send a written description of a dispute and requested relief to the other's contact address; ours is sessionforgellc@gmail.com. We encourage a good-faith attempt to resolve it for 30 days. This is not a mandatory condition of filing, does not shorten a limitation period, and does not prevent timely protective filings or urgent relief. You need not disclose privileged material or complete a special form to preserve a claim.

23.3 Administrator and process. The American Arbitration Association (AAA) will administer arbitration under its Consumer Arbitration Rules and applicable Mass Arbitration Supplementary Rules, available at adr.org, subject to mandatory law and these Terms' consumer protections. Required consumer due-process protections in the AAA rules control over a conflicting contractual restriction. One neutral arbitrator will decide an individual claim. The hearing format will be determined under the applicable AAA rules, including their documents-only procedures. An in-person consumer hearing will be reasonably accessible in the consumer's home area under those rules. The arbitrator may award the relief available under applicable law on the individual claim and will issue a written award with the explanation required by the applicable AAA rules.

A court, not the arbitrator, will determine whether an arbitration agreement was formed, whether it is enforceable, and whether a dispute falls within it, including questions about the individual-action waiver. The arbitrator decides the merits of properly referred claims. No contractual procedure requires an individual to wait for unrelated claims or test cases before filing or obtaining administration. The parties may agree to mediation or another lawful procedure after a dispute arises.

23.4 Fees and remedies. Consumer filing fees, fee waivers, and allocation of other arbitration costs will follow the applicable AAA consumer fee schedule, Consumer Due Process Protocol, and mandatory law. If Company initiates the arbitration, you owe no filing fee. Company will pay amounts those requirements allocate to it. We will pay additional fees needed to prevent arbitration from being prohibitively costly under applicable law. Each party ordinarily bears its own lawyers' fees, subject to fee awards authorized by applicable law. No automatic loser-pays or company-reimbursement obligation applies. All nonwaivable substantive remedies and statutory fee rights remain available.

23.5 Exceptions. Either party may bring an individual claim within an appropriate small-claims court's jurisdiction and keep it there while it qualifies. Either party may seek temporary protective relief from a competent court where necessary to prevent imminent harm while preserving arbitration of the merits when lawful. You may contact regulators or law enforcement, participate in their proceedings, and exercise rights that law makes nonarbitrable. Requests for public injunctive relief protected by applicable law will be decided by a competent court. Other severable arbitrable claims remain subject to arbitration. This agreement does not override a statutory election to proceed in court, including where federal law allows that election for sexual-assault or sexual-harassment disputes.

23.6 Individual proceedings. To the extent legally permitted, you and Company will assert arbitrable claims only in an individual capacity and not as a class, collective, or representative action. Neither consents to class arbitration. This does not prohibit coordinated legal representation, lawful claim administration under applicable AAA rules,

government enforcement, or relief that cannot lawfully be waived. It does not waive protected public injunctive relief. Any nonwaivable portion proceeds in court as required, without extending arbitration to a class proceeding.

23.7 Thirty-day opt-out. You may opt out of this arbitration agreement, including its individual-action waiver, by emailing sessionforge LLC@gmail.com within 30 days after first accepting Terms containing this agreement. Include your name, account email, and a clear statement that you opt out. No particular subject line, special form, postal mailing, or explanation is required. A timely opt-out will not affect your access or other Terms. A prior valid opt-out remains effective; routine Terms updates do not cancel it.

23.8 Unavailability, severability, and changes. If AAA declines or ceases administration under its Consumer Arbitration Rules, either party may submit the dispute to a competent court. If this results from Company's noncompliance or failure to pay required fees, Company will not seek arbitration of that claim or invoke this section's individual-action waiver to prevent that court proceeding. In other cases of AAA unavailability, the parties may agree on a suitable substitute administrator. Neither party may appoint a replacement unilaterally; absent agreement, either may proceed in court.

If a particular restriction is unenforceable, sever it only where the remainder can lawfully operate. If an individual-action restriction is invalid for a particular claim or remedy, that claim or remedy will proceed in court rather than class arbitration; other severable arbitrable claims remain subject to arbitration as law permits. There is no independent jury-trial waiver for claims properly proceeding in court. A later material change to this section requires express acceptance and a new 30-day opt-out opportunity for that change. No change applies to an already accrued dispute without the affected parties' express agreement after the dispute arises.

24. Governing law and courts

Subject to the Federal Arbitration Act and nonwaivable law, these Terms are governed by the laws of **Minnesota**, without rules that would substitute another jurisdiction's law. This choice does not deprive a consumer of mandatory protections of their home jurisdiction.

Except for permitted local small-claims proceedings and where mandatory law provides otherwise, disputes properly proceeding in court will be brought in the **state courts located in Steele County, Minnesota**, or, where federal subject-matter jurisdiction exists, the **United States District Court for the District of Minnesota**, and the parties consent to personal jurisdiction in those courts. If enforcing that location would deprive a consumer of a mandatory right or is otherwise unenforceable, the consumer may use a competent court in their home jurisdiction. This section does not itself compel arbitration or override Section 23's exceptions.

25. Changes to Terms and electronic communications

We may propose updated Terms to reflect changes to the Service, law, or business. We will identify the applicable effective date and give notice appropriate to the change, including legally required advance notice. Material changes require renewed affirmative agreement before applying to your continued account-based use. Changes are prospective and do not retroactively remove accrued claims, alter an already paid purchase contrary to its accepted terms, or override Section 23.8.

If you decline a material change, we may end access prospectively subject to existing paid commitments, Sections 14–17, and applicable law. You retain the ability to stop billing and exercise rights. Replacing a document silently does not, under these Terms, count as your agreement to a material change.

We may provide ordinary service communications to your registered email or through conspicuous in-Service notices, as appropriate. You must keep your email current and can retain or print copies. Required notices will use the form and timing law requires; separate electronic-delivery consent will be obtained where required. This provision is not consent to optional marketing and does not authorize email service of court process unless separately agreed or legally permitted. General legal notices may be sent to the contact below.

26. General provisions and contact

These Terms and specific purchase or feature terms clearly disclosed and accepted by you form the agreement concerning their subject matter. A separately signed agreement controls within its stated scope. These Terms do not silently incorporate future policies, waive nonwaivable privacy rights, or override express purchase representations that law makes enforceable. Your contractual counterparty under these Terms is Session Forge LLC. A member, manager, officer, employee, or other representative does not become a party to these Terms or personally guarantee Company's performance merely by acting for Company. This does not limit liability imposed by law for a person's own conduct, liability under a separate enforceable personal undertaking, or liability that applicable law does not permit these Terms to limit.

You may not assign this agreement or an account without our consent, except as law permits. We may assign it to an affiliate or a successor acquiring the relevant business, provided the assignment does not reduce your existing rights or our accrued obligations and personal information is handled lawfully. No partnership, employment, fiduciary relationship, or agency is created. Company Parties are intended beneficiaries only of provisions expressly protecting them, subject to their limitations; otherwise there are no intended third-party beneficiaries.

A failure to enforce a provision is not a continuing waiver. If a provision is invalid, the lawful remainder continues where it can operate independently, subject to Section 23's specific severability rule. This does not authorize rewriting an unlawful consumer provision to evade mandatory protections. Accrued payment obligations, appropriately continuing content licenses, intellectual-property provisions, lawful disclaimers and limitations, indemnification for covered events, and applicable dispute provisions survive termination to the extent their purpose requires.

Events beyond reasonable control may interrupt performance, including natural disasters, widespread network or utility failures, war, and governmental action. To the extent permitted by law, Company is excused from affected performance while such an event prevents it, but this does not excuse reasonable mitigation, legally required security or reporting, cancellation rights, or refunds otherwise owed. No provision gives Company a right to retain payment contrary to applicable law.

Company: Session Forge LLC (Session Forge). **Mailing address:** 2051 Chatham Rd #42024, Springfield, IL 62704, USA. **Contact:** sessionforgellc@gmail.com for support, account closure, billing and cancellation, privacy requests, abuse and intimate-image reports, general legal notices, and arbitration opt-out. Copyright-agent contact information appears in Section 8.