

## API Terms of Use

Last Updated: June 22, 2026

These API Terms of Use (“**API Terms**”) govern your access to and use of Beeble AI Inc.’s application programming interfaces, SDKs, tools, sample code, software, documentation, and related materials made available for integrating Beeble’s AI-powered lighting reconstruction, visual effects (VFX), and cinematic compositing services (collectively, the “**API Services**”) into your products, services, or systems. These API Terms form a binding agreement between Beeble AI Inc. (“**Beeble**,” “**we**,” “**us**,” or “**our**”) and you, the individual or entity accessing or using the API Services (“**you**” or “**your**”). If you are accessing or using the API Services on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity to these API Terms. By creating an account, accessing, or using the API Services, you agree to be bound by these API Terms, our Terms of Use, and Privacy Policy. In the event of any conflict between these API Terms and our Terms of Use with respect to your use of the API Services, these API Terms shall control. If you do not accept these API Terms, you are not authorized to access or use the API Services.

1. **Account Registration.** To use the API Services, you must register for an account and provide accurate, current, and complete information during the registration process. You are responsible for maintaining the accuracy of your registration information and for all activities that occur under your account. You must promptly notify Beeble at support@beebble.ai if you become aware of or reasonably suspect any unauthorized access to your account. You may not share your account credentials or make your account available to anyone else. Beeble is not liable for any loss or damage arising from unauthorized use of your credentials.
2. **License Grant; API Access**
  - a. Subject to your compliance with these API Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the API Services solely to develop, test, and operate your applications or services for commercial purposes, in accordance with our documentation. This includes the right to integrate the API Services into your application and make their core functionalities available to your end users.
  - b. You will comply with all applicable laws, regulations, and third-party rights (including laws regarding the import or export of data or software, privacy, and local laws). You will not use the API Services to (i) encourage or promote illegal activity or violation of third-party rights; (ii) modify or make derivative works based upon the API Services other than as expressly permitted; (iii) improperly obtain data from the API Services, including through framing, scraping, or unauthorized linking; (iv) reverse engineer, decompile, modify, or disassemble the API Services; or (v) send spam or otherwise unsolicited messages.
  - c. In addition, you shall not, and shall not direct, encourage, or assist any other party to, access or use the API Services to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features or functionality thereof; (iii) use the API Services or any related data, including inputs and outputs, to develop, train, or improve any AI models or services that compete with Beeble’s services; (iv) launch or cause to be launched on or in connection with the API Services any malicious automated program or script, including web spiders, crawlers, robots, bots, viruses, or worms; (v) attempt to gain unauthorized access to the API Services or its related systems or networks; (vi) upload, transmit, or generate any content that is illegal, deceptive, obscene, defamatory, pornographic, or that constitutes hate speech or harassment; (vii) create, distribute, or promote deepfakes or misleading visual or video content without clear disclosure; (viii) submit or use any inputs that contain sensitive personal information (including health information, payment card data, government identification numbers, or similar data), unless expressly agreed to by Beeble in writing; (ix) conduct, facilitate, or publish any performance benchmarks, competitive analyses, or comparative assessments of the API Services without Beeble’s prior written consent, provided that you may conduct internal, non-published performance evaluations of the API Services solely for your own integration purposes;
  - d. We may set and enforce limits on your use of the API Services (e.g., the number of API requests that you may make, maximum file sizes, and other usage parameters) in our sole discretion. You agree not to circumvent any limitations documented with the API Services, including through the use of multiple accounts. We may monitor your use of the API Services for reasons including to improve our services and for compliance with these API Terms. We may suspend or terminate your access to the API Services with or without notice if we reasonably believe that you are in violation of these API Terms. Unused periodic usage allowances (such as rate limits or request caps) within any billing

period shall not roll over to any subsequent billing period and are non-refundable. Purchased API credits are subject to the expiry and refund terms set forth in Section 9(a).

- e. Unless explicitly waived in a writing by Beeble, any public-facing application or product that incorporates or displays output generated by the API Services must include a clearly visible “Powered by SwitchX” or “Powered by Beeble” logo and textual attribution (“**Attribution**”) in the primary user interface where such output is displayed. Such Attribution must: (i) comply with Beeble’s then-current Brand Guidelines, as published at <https://developer.beeble.ai/docs/brand-attribution>; (ii) not be obscured, cropped, minimized, or otherwise rendered less prominent than other third-party attribution displayed within the same interface; and (iii) remain in place for so long as the API Services are used in or in connection with the applicable application or product. You shall not modify, alter, or remove any Attribution without Beeble’s prior written consent. Beeble reserves the right to update its Brand Guidelines and Attribution requirements upon reasonable notice, and you shall implement any required updates within thirty (30) days of receiving such notice.

### 3. Ownership and Content

- a. Beeble owns all right, title, and interest, including all intellectual property rights, in and to the API Services, documentation, underlying models, and all related technology, data structures, and proprietary materials, including any updates or revisions thereto. Nothing in these API Terms transfers to you any rights in or to the API Services, the underlying models, or Beeble’s technology, other than the limited license rights expressly set out herein.
- b. As between you and Beeble, you retain all right, title, and interest in and to content and data you submit to the API Services (“**Input**”). To the extent permitted by applicable law, you also retain all right, title, and interest in and to any AI-generated outputs generated in direct response to your Input (“**Output**”). You grant Beeble a worldwide, royalty-free, non-exclusive license to host, store, use, copy, reproduce, and process your Input solely to provide, operate, and maintain the API Services, and to comply with applicable law. Beeble shall not use your Input or Output to train, improve, fine-tune, or otherwise develop any machine learning models or artificial intelligence algorithms. This no-training commitment applies solely to paid customers that access the API Services under

these API Terms. Because AI systems may generate similar or identical outputs for different users, Output may not be unique, and Beeble does not represent or warrant that Output is protectable by intellectual property rights. You are solely responsible for the accuracy, quality, and legality of your Input and Output. If you provide any ideas, suggestions, or other feedback about the API Services (“**Feedback**”), you grant Beeble an unlimited, irrevocable, perpetual, royalty-free license to use such Feedback for any purpose without compensation to you.

- 4. **API Modifications.** Beeble reserves the right to modify, update, enhance, deprecate, or discontinue any aspect of the API Services at any time and in Beeble’s sole discretion. For material changes that are not related to security vulnerabilities, legal or regulatory compliance obligations, or abuse or misuse of the API Services, Beeble will use commercially reasonable efforts to provide you with at least thirty (30) days’ prior written notice. Beeble has no obligation to maintain backward compatibility of the API Services, and you are solely responsible for updating your integrations to remain compatible with the then-current version. If Beeble makes a modification that materially reduces the core functionality of the API Services, you may terminate your account by providing written notice to Beeble within thirty (30) days of such modification; Beeble will refund any unused prepaid credits attributable to the period following the effective date of termination.
- 5. **Data Security and API Credentials.** You are solely responsible for safeguarding all API keys, tokens, and other authentication credentials issued to you in connection with the API Services (“**API Credentials**”). You shall implement and maintain reasonable security measures to protect API Credentials from unauthorized access or use. You are fully responsible for all access to and use of the API Services under your API Credentials. You shall notify Beeble promptly at [support@beeble.ai](mailto:support@beeble.ai) if you become aware that any API Credentials have been compromised or accessed without authorization. Beeble reserves the right to rotate, suspend, or revoke any API Credentials for reasons of security, suspected abuse, or violation of these API Terms.
- 6. **Term and Termination.** These API Terms commence on the date you first access the API Services and continue until terminated. You may stop using the API Services and close your account at any time. Beeble may terminate or suspend your access to the API Services at any time, with or without cause, and with or without notice. Upon

termination of these API Terms for any reason: (a) all rights and licenses granted to you will immediately terminate; (b) you must immediately cease all use of the API Services and delete all API Credentials and any cached API responses; and (c) you must promptly delete any Beeble proprietary documentation or data accessed through the API Services, unless expressly permitted by Beeble or prohibited by law. Beeble will not refund any fees paid in advance of termination, including any pre-paid credits, except as required by applicable law or as expressly set forth in Section 4 of these API Terms. Sections of these API Terms that by their nature should survive termination will continue to apply, including those relating to ownership, disclaimers, limitation of liability, and indemnification.

## **7. Disclaimer of Warranties and Limitation of Liability**

- a. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE API SERVICES, DOCUMENTATION, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED BY BEEBLE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND BEEBLE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BEEBLE DOES NOT WARRANT THAT THE API SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE API SERVICES ARE INTENDED AS OUTPUT GENERATION TOOLS ONLY AND BEEBLE MAKES NO WARRANTY OR GUARANTEE THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE, OR FIT FOR ANY PARTICULAR PURPOSE OR USE CASE. BEEBLE DOES NOT REPRESENT OR WARRANT THAT ANY INPUT OR OUTPUT IS PROTECTABLE BY INTELLECTUAL PROPERTY RIGHTS, OR THAT ANY OUTPUT DOES NOT INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY. BEEBLE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND TO YOUR END USERS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY REPRESENTATIONS OR COMMITMENTS MADE TO YOUR END USERS REGARDING THE API SERVICES OR ANY OUTPUT.

- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BEEBLE OR ANY OF ITS SERVICE PROVIDERS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE API TERMS OR YOUR USE OF THE API SERVICES. THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT BEEBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEEBLE’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE API TERMS OR YOUR USE OF THE API SERVICES (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE GREATER OF (I) THE FEES PAID BY YOU TO BEEBLE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AND (II) ONE HUNDRED DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THE FEES REFLECT, AND THESE API TERMS ARE ENTERED INTO IN RELIANCE UPON, THESE LIMITATIONS OF LIABILITY.

8. **Indemnification.** To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Beeble and its officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your access to or use of the API Services; (b) your Input, Output, or content submitted through the API Services; (c) your violation of these API Terms; (d) your violation, misappropriation, or infringement of any rights of third parties, including intellectual property rights or privacy rights; (e) your end users’ access to or use of the API Services through your applications or services, including any content submitted, transmitted, or generated by such users; (f) any third-party claim arising from content generated by or through your end users’ use of the API Services;

or (g) your conduct in connection with the API Services.

## 9. General Provisions

- a. **Fees and Payment.** Access to and use of the API Services are subject to the fees and subscription plans listed on Beeble's API pricing page at <https://developer.beeble.ai/pricing> (the "API Pricing Page"). You shall pay all applicable fees without offset or deduction. Payment is due in advance. The API Services utilize an independent credit system; credits are deducted from your account balance in accordance with the rates specified on the API Pricing Page. API credits expire one (1) year from the date of purchase and are non-refundable, non-transferable, and non-redeemable for cash. All fees paid for the API Services are non-refundable unless expressly stated otherwise or as set forth in Section 4 of these API Terms. If any payment owed by you is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or the maximum rate permitted by applicable law, if lower) shall accrue on the outstanding amount until paid in full.
- b. **Relationship of the Parties.** You and Beeble are independent contractors, and these API Terms do not create a partnership, joint venture, agency, or employment relationship between the parties. There are no third-party beneficiaries to these API Terms.
- c. **Force Majeure.** Neither party will be liable for failure or delay in performance resulting from causes beyond that party's reasonable control, including governmental actions, acts of terrorism, earthquakes or other acts of God, labor conditions, internet or telecommunications failures, or power failures.
- d. **Updates to these API Terms.** Beeble may update these API Terms from time to time by posting an updated version at <https://docs.beeble.ai/legal/api-terms-of-use>. Any such updates will be effective upon posting. When Beeble updates these API Terms, the "Last Updated" date at the top of this document will be updated accordingly. Your continued use of the API Services following the posting of any update constitutes your acceptance of the updated API Terms. Beeble encourages you to review these API Terms regularly.
- e. **Miscellaneous.** These API Terms and any other Beeble terms referenced herein state the complete agreement of the parties with respect to the subject matter of these API Terms and supersede any past or contemporaneous

statements, contracts, agreements, or understandings between the parties. These API Terms are personal to you, and you may not transfer, assign, or delegate your rights and/or duties under these API Terms to anyone else; any attempted assignment or delegation is void. These API Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding its conflict of laws provisions. PLEASE READ THE FOLLOWING CAREFULLY. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE API TERMS OR YOUR USE OF THE API SERVICES SHALL BE RESOLVED EXCLUSIVELY BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER ARBITRATION RULES, AND NOT BY A COURT OR JURY. YOU AND BEEBLE EACH WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS-WIDE ARBITRATION, CONSOLIDATED PROCEEDING, OR ANY OTHER PROCEEDING WHERE EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE API TERMS BY SENDING WRITTEN NOTICE TO [SUPPORT@BEEBLE.AI](mailto:SUPPORT@BEEBLE.AI). IF YOU OPT OUT, DISPUTES SHALL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN DELAWARE, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION THEREWITH. If any provision of these API Terms is judged illegal, invalid, or otherwise unenforceable, that provision shall be severed and the rest of these API Terms shall remain in full force and effect. No failure by Beeble to enforce any right under these API Terms shall act as a waiver of such right. To the extent of any conflict or inconsistency between these API Terms and any other Beeble terms or pages referenced herein, these API Terms shall control.