

# Annoying Is Caring

## Terms of Service

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### 1. Acceptance

By enrolling in or using Annoying-Is-Caring (the "Service"), provided by ShedInnovations LLC ("we", "us", "our"), you ("you", "Carer") agree to these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the Service. By creating an account, subscribing to a plan, or using any feature of the Service, you affirm that you are at least 18 years of age and have the legal capacity to enter into this agreement.

### 2. The Service

Annoying-Is-Caring is an AI-driven platform that generates and delivers personalised humour content — text jokes, image jokes, video jokes, cartoons, and voice messages — to recipients ("Cared-for") designated by a paying subscriber ("Carer"). Content is generated using third-party AI models (including but not limited to OpenAI, Google Gemini/Veo, ElevenLabs, and others) and may be reviewed by the Carer prior to delivery, depending on the Carer's settings.

### 3. Carer Responsibilities

The Carer is solely responsible for ensuring that the Cared-for has consented to receive personalised humour content via the Service. The Carer represents and warrants that: (a) the Cared-for is at least 18 years of age; (b) the Cared-for has agreed to receive emails, mobile notifications, and any other content delivered by the Service; and (c) any reference photos, names, or personal information submitted to personalise content are submitted lawfully and with appropriate consent.

### 4. Acceptable Use

You may not use the Service to: harass, defame, threaten, intimidate, or impersonate any person; generate content depicting minors in any context; generate sexual, explicit, or pornographic content; generate content that promotes hatred, violence, or discrimination against any group; or violate any applicable law or third-party right. We reserve the right, in our sole discretion, to refuse, remove, or modify generated content; suspend or terminate accounts; and cooperate with law enforcement where required. The Service is configured to filter aggressive humour, disparagement, and content targeting individuals or groups; however, the Carer remains responsible for any content shared with the Cared-for.

### 5. Subscription Plans and Free Trial

The Service offers tiered subscription plans (Basic, Standard, Premium, Group Premium) with usage caps and feature differences as described at [myjokes.ai/website/plans](https://myjokes.ai/website/plans). Basic and Standard plans include a 30-day free trial; the trial does not require a credit card and confers limited usage (3 image jokes and 1 video joke). Premium and Group Premium are billed immediately upon enrollment with no free trial. All paid subscriptions auto-renew on a monthly basis until cancelled. You may cancel at any time from the Carer dashboard or by contacting support; access to paid features continues through the end of the current paid period, after which the account becomes read-only.

## 6. Payment and Refunds

Payments are processed by Stripe, Inc. on our behalf. By providing payment information, you authorize us (via Stripe) to charge the applicable fees. All fees are non-refundable except as required by law or expressly stated in these Terms. In the event of a billing error, contact [support@annoying-is-caring.com](mailto:support@annoying-is-caring.com) within 30 days of the charge for review.

## 7. Privacy and Data

We collect: Carer email address; Cared-for email address; names and humour preferences; reference photographs uploaded for face-image personalisation; and metadata associated with joke generation, delivery, and feedback. We use this data solely to operate the Service. We do not sell personal data to third parties. Generated content (jokes, images, videos) is stored on our infrastructure for historical access by the Carer and may be transmitted to third-party AI providers during generation. See our Privacy Policy (forthcoming) for full details on data retention, processing locations, and your rights.

## 8. Intellectual Property

The Annoying-Is-Caring platform, including its software, prompt engineering, generation pipelines, and patent-pending technology, is owned by ShedInnovations LLC. These Terms grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for personal, non-commercial purposes. Content generated for you is yours to share with the Cared-for and family/friends; the underlying models, prompt templates, and generation infrastructure are not licensed or transferred. You may not reverse-engineer, scrape, or attempt to replicate the Service.

## 9. Disclaimers and Limitation of Liability

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT GENERATED CONTENT WILL BE FREE FROM OFFENSIVE OR INAPPROPRIATE OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES (INCLUDING, WITHOUT LIMITATION, HURT FEELINGS, EYE-ROLLS, OR SUSTAINED GROANS INDUCED BY PARTICULARLY BAD PUNS).

## 10. Indemnification

You agree to indemnify, defend, and hold harmless ShedInnovations LLC, its officers, directors, employees, and affiliates from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; or (c) any content you submit, share, or cause to be generated.

## 11. Termination

You may terminate your subscription at any time from the Carer dashboard. We may terminate or suspend your account immediately, without notice, if you violate these Terms. Upon termination, your right to use the Service ceases; we may retain historical content and generation metadata for legal, operational, or analytical purposes consistent with our Privacy Policy.

## 12. Changes to These Terms

We may update these Terms periodically. Material changes will be communicated via email to the Carer email on file at least 14 days before they take effect. Continued use of the Service after the effective date constitutes acceptance of the revised Terms.

## 13. Governing Law and Disputes

These Terms are governed by the laws of the State of Delaware, USA, without regard to its conflict-of-laws principles. Any dispute arising out of or related to these Terms or the Service shall be resolved by binding arbitration in Delaware under the rules of the American Arbitration Association, except that either party may bring an individual claim in small-claims court.

## 14. Contact

For questions, complaints, or legal notices, contact:

**support@annoying-is-caring.com**

ShedInnovations LLC, dba Annoying-Is-Caring