

# INFINITE ATOM TECHNOLOGIES LLC

## AI Services Agreement

*Terms for AI-Powered Creative & Business Services*

*Effective Date: March 23, 2026 | Document Version 1.0 | infinite-atom.com*

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### // 1. AGREEMENT OVERVIEW

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This AI Services Agreement governs all AI-powered creative and business services provided by Infinite Atom Technologies LLC including but not limited to AI product photography, AI branding and identity, AI copywriting, social media content creation, AI video and reels, AI voiceover, and any other AI-assisted creative deliverables. By commissioning any AI service, you agree to these terms.

### // 2. NATURE OF AI SERVICES

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**AI-generated content is produced using artificial intelligence tools. It may not be wholly original, may not be copyrightable in all jurisdictions, and may require human review and editing before commercial use. You are responsible for reviewing all deliverables before publishing or deploying them.**

#### 2.1 What AI Services Are

- AI-assisted creative deliverables produced using current AI tools and human oversight
- A starting point for your brand, marketing, and content strategy
- Fast-turnaround creative production at a lower cost than traditional production
- Content that requires your review, approval, and potentially editing before use

#### 2.2 What AI Services Are Not

- Guaranteed original work free of similarity to other AI-generated content
- Legally certified or guaranteed copyrightable in all jurisdictions
- A substitute for professional legal, marketing, or strategic advice
- Guaranteed to perform commercially or achieve specific marketing results
- Content that has been vetted for accuracy, factual correctness, or legal compliance

### // 3. DELIVERABLES & SCOPE

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#### 3.1 Scope of Work

The scope of each AI service engagement is defined at time of order through the service inquiry form or written agreement. Deliverables are limited to what is described in the scope. Requests outside the agreed scope are subject to additional fees.

### 3.2 Revisions

Each service package includes a specified number of revision rounds as described at time of purchase. Revisions address reasonable adjustments to direction, tone, and content. Revisions do not include fundamental scope changes or complete restarts, which are treated as new engagements. Additional revision rounds beyond the included number are available at additional cost.

### 3.3 Delivery Timeline

Delivery timelines are estimates provided at time of engagement. Infinite Atom will make reasonable efforts to meet stated timelines but timelines are not guaranteed. Delays caused by client failure to provide required materials, approvals, or feedback do not entitle the client to refunds or compensation.

### 3.4 Client Materials

Client is responsible for providing all required source materials including brand guidelines, product images, existing copy, and reference materials in a timely manner. Infinite Atom is not responsible for quality issues resulting from poor-quality source materials provided by the client.

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## // 4. INTELLECTUAL PROPERTY & OWNERSHIP

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### 4.1 Ownership of Deliverables

Upon full payment, client receives a perpetual, worldwide, non-exclusive license to use the deliverables for their stated business purpose. Full ownership transfer (work for hire) is available as an add-on at additional cost and must be specified at time of engagement.

### 4.2 AI Tool Terms

Deliverables are produced using third-party AI tools including but not limited to image generation, language model, and audio synthesis platforms. Client's use of deliverables is subject to the terms of use of the underlying AI tools used to produce them. Infinite Atom will disclose the primary AI tools used upon request. Client is responsible for reviewing and complying with applicable AI tool terms.

### 4.3 Copyright Uncertainty

The copyright status of AI-generated content is an unsettled area of law. The US Copyright Office has issued guidance indicating that purely AI-generated works without sufficient human authorship may not be copyrightable. Infinite Atom makes no warranty regarding the copyright status or legal protectability of AI-generated deliverables. Client should consult legal counsel before relying on AI-generated content for trademark applications, copyright registration, or other IP protection.

### 4.4 Non-Exclusivity

Unless an exclusivity add-on is purchased, Infinite Atom does not guarantee that similar content has not been or will not be produced for other clients. AI-generated content may exhibit similarities across different projects due to the nature of AI tools. Purchase of an exclusivity add-on grants client the right to request that the specific style, template, or output not be reused for direct competitors for a defined period.

### 4.5 Client Content

Any materials, text, images, or other content provided by the client for use in AI service deliverables remains the property of the client. Client warrants that they have all rights to the materials they provide and indemnifies Infinite Atom from any claims arising from client-provided materials.

## // 5. CONTENT STANDARDS & ACCURACY

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### 5.1 Review Responsibility

Client is solely responsible for reviewing all deliverables for accuracy, factual correctness, brand compliance, legal compliance, and suitability before publishing, distributing, or deploying any AI-generated content. Infinite Atom does not warrant the accuracy or factual correctness of AI-generated copy, descriptions, or other text content.

### 5.2 Regulated Industries

Clients in regulated industries including healthcare, finance, legal, food and beverage, and others must ensure that all AI-generated content complies with applicable industry regulations, FTC guidelines, advertising standards, and other legal requirements before publication. Infinite Atom does not provide compliance review for regulated industry content.

### 5.3 Defamation & Legal Risk

AI-generated content may occasionally produce output that is factually incorrect, potentially defamatory, or legally problematic. Client is responsible for reviewing all content for these risks before publication. Infinite Atom is not liable for legal claims arising from client's use of AI-generated content.

## // 6. PAYMENT & REFUNDS

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### 6.1 Payment

Payment is required before work begins unless otherwise arranged in writing. Payment is processed through Stripe. Projects are not initiated until payment is confirmed.

### 6.2 Refunds

Refunds are not available once work has commenced. If a deliverable is materially different from the agreed scope and revision rounds have been exhausted, Infinite Atom may issue a partial refund at its discretion. Dissatisfaction with AI output style, aesthetic preference, or subjective quality does not entitle the client to a refund.

## // 7. NO GUARANTEE OF RESULTS

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INFINITE ATOM MAKES NO WARRANTY THAT AI SERVICE DELIVERABLES WILL ACHIEVE ANY SPECIFIC MARKETING, COMMERCIAL, OR BUSINESS RESULT. SEO OUTCOMES, ENGAGEMENT RATES, SALES CONVERSIONS, AND ANY OTHER PERFORMANCE METRICS ARE NOT GUARANTEED. CLIENT USES ALL DELIVERABLES AT THEIR OWN RISK AND IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BASED ON AI-GENERATED CONTENT.

## // 8. LIMITATION OF LIABILITY

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INFINITE ATOM'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM AI SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID FOR THE SPECIFIC SERVICE ENGAGEMENT GIVING RISE TO THE CLAIM. INFINITE ATOM IS NOT LIABLE FOR LOST PROFITS, LOST REVENUE, REPUTATIONAL HARM, OR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF AI-GENERATED DELIVERABLES.

## // CROSS-REFERENCE & INCORPORATION

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This Agreement is part of Infinite Atom Technologies LLC's comprehensive legal framework and should be read in conjunction with the Terms of Service, Privacy Policy, Acceptable Use Policy, Disclaimer of Warranties and Limitation of Liability, and all other platform policies, all of which are incorporated herein by reference. The full legal framework is available at [infinite-atom.com/terms](https://infinite-atom.com/terms) and from [infiniteatomtech@gmail.com](mailto:infiniteatomtech@gmail.com).

## // ARBITRATION & DISPUTE RESOLUTION

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Any dispute arising from this Agreement that cannot be resolved through good-faith negotiation within 30 days shall be resolved by binding arbitration administered by the American Arbitration Association in Fairfield County, Ohio. The arbitrator's decision is final and binding. Class action waiver applies. Either party may seek emergency injunctive relief in Ohio courts to prevent irreparable harm pending arbitration.

## // GOVERNING LAW

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This Agreement is governed by the laws of the State of Ohio without regard to conflict of law principles. Any matters not subject to arbitration shall be resolved in the state or federal courts of Fairfield County, Ohio.

## // SEVERABILITY

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If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary or severed if modification is not possible. Remaining provisions continue in full force and effect.

## // ENTIRE AGREEMENT

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This Agreement, together with all incorporated documents, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior communications and understandings.

## // MODIFICATIONS

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This Agreement may be updated with 14 days written notice for non-material changes. Material changes require mutual written agreement for signed service agreements, or 14 days notice for policy-based agreements. Continued use of services after notice constitutes acceptance.

## // CONTACT

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For questions about this Agreement: [infiniteatomtech@gmail.com](mailto:infiniteatomtech@gmail.com)

Infinite Atom Technologies LLC | 1922 Winterbrook St, Lancaster, Ohio 43130 | [infinite-atom.com](https://infinite-atom.com)