EXHIBIT A

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Terms of Service - Consumer (Outdated - Sept 1, 2026)

Effective: September 1, 2026 (previous version)

Welcome to SpaceXAI

These Terms of Service ("Terms") apply to your or others' access, interactions and/or use of Grok, Grokipedia, and SpaceXAI's other services for individuals, including associated applications, features, tools, software and websites (collectively, the "Service"). These Terms form an agreement between you and SpaceXAI LLC ("SpaceXAI," "we," "our," or "us") when you accept these Terms or when you otherwise access, interact with, and/or use the platform. SpaceXAI LLC is a Nevada company, with its registered offices at 800 W Cesar Chavez St., Austin, TX 78701, USA. By accessing and using our Service, you acknowledge and agree to these Terms and any other applicable terms and policies, including our Acceptable Use Policy.

Please note:

- We reserve the right to modify these Terms.
- Our Enterprise Terms of Service govern the use of our Services for developers and businesses, including SpaceXAI APIs and PromptIDE.
- If you reside in the European Economic Area, United Kingdom, or Switzerland (collectively, "Europe"), your use of the Service is governed in part by the Europe Specific Terms ("EST").
- Unless prohibited by your country's applicable law, any disputes between you and us will be resolved by a court in Tarrant County or Wichita County, Texas, based on Texas law, except that if the forum selection clause in these Terms is unenforceable for any reason, then the dispute will be arbitrated.
- To the extent permitted by applicable law, you agree to waive any right to bring a class action or other representative action.
- Please read our Privacy Policy, which describes how we handle personal information. Although it does not form part of these Terms, it is an important document you should read.
- Other helpful resources include our Consumer FAQs, Acceptable Use Policy, and the Help Center.

1. Who We Are

SpaceXAI is a company working on building artificial intelligence to accelerate human scientific discovery. We are guided by our mission to advance our collective understanding of the universe. As part of our mission, we have developed "Grok," a conversational generative AI powered by SpaceXAI's large language models. We also provide "Grokipedia," an online collection of knowledge. For more information about SpaceXAI, please visit https://x.ai/.

2. Registration and Access

Minimum Age. You must be at least 13 years old or the minimum age required in your country to use the Service, and you must confirm that you meet the minimum age requirement. If you are a teenager between the ages of 13 and 17 years old, you must have your parent or legal guardian's permission to use the Service, and they must agree to our Terms of Service. If you are the parent or legal guardian of a minor using the Service, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Service.

We take measures to limit undesirable training data and outputs. However, depending on the features that you choose to use, your settings, and the prompts you provide, the Service may produce outputs that you may consider inappropriate for a particular context. For instance, if users choose certain features or input suggestive or coarse language, the Service may respond with some dialogue that may involve coarse language, crude humor, sexual situations, or violence.

We apply controls and safeguards designed to support age appropriate experiences for minors as required by applicable law. Parents and guardians are encouraged to be involved and to exercise care in monitoring the use of the Service by their teenagers. Parents or guardians who choose to use certain features of the Service to aid in their interactions with their children, including regarding educational, enlightening, or entertaining discussions they have with their children, must make use of the data controls provided in the Service to select the appropriate features for their needs.

Registration. You must provide accurate and complete information to register for an account to use our Service. You may not share your account credentials or make your account available to anyone else, and are responsible for all activities that occur under your account. If you create an account or use the Service on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Logging In Through a Third-Party Service. By choosing to log in to our Service by using a third-party service, such as Google, Apple, or X, you give us permission to access, use, and store your information from that service, as permitted by that service, which may include log-in credentials and/or access tokens for that service. If connecting to our Service using your X credentials, you agree that we may (subject to disclosures) bring your X user profile (including date of birth), X account and location information, X preferences, X post history (your X posts viewable on your X account including posts to and from all accounts (public or protected) that you can view), X usage data, and your Grok on X conversation history to your SpaceXAI account.

Business Domains. If you use an email address associated with your employer or other organization, your account may be linked to that organization's Grok Enterprise subscription. In such cases, the organization's administrator may access, monitor and control your account in accordance with SpaceXAI's Enterprise Terms of Service.

Beta Modes and Trial Features. In some cases, we may permit you to evaluate our Service for a limited time or with limited functionality, including beta, preview, or trial features. You may choose to use or not use such features in your sole discretion. Such features are intended for evaluation purposes and not for production use, are not fully supported, and may be subject to additional terms that may be presented to you. You agree that such features are provided on an "as-is" and "as available" basis without any warranty, support, maintenance, or storage of any kind. SpaceXAI may discontinue such features at any time in its sole discretion and may never make them generally available.

3. Using Our Service

What You Can Do. Subject to your compliance with these Terms, you may access and use our Service. You must comply with all applicable laws as well as our Acceptable Use Policy and any other documentation, guidelines, or policies we make available to you, including on our website.

What You Cannot Do. You may not access or use our Services to engage in, or help another person engage in, or promote any illegal, harmful, or abusive activities, or any other behavior that violates our Acceptable Use Policy.

Who Is Prohibited From Using the Service.

- Anyone who violates these Terms, Acceptable Use Policy, other documentation, guidelines, or policies we make available to you.
- Anyone who has been previously removed from the Service.
- We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Service or your access to the Service, in whole or in part. We may do so for any reason, including business, financial, or legal reasons, or no reason where permitted by applicable law, and otherwise if we determine that you have violated these Terms, our Acceptable Use Policy, guidelines, or policies, or if doing so is necessary to prevent abuse, comply with the law, or address security issues. If you do not have a valid contract with us, you are prohibited from using our Service.

Third-Party Services and Software. Our Service may include or be integrated with third-party software, products, or services that are subject to their own terms. Our software may include open source software that is governed by its own licenses.

4. User Content

You Own Your User Content. You may provide input (e.g., text, audio, images, video, code, files, folders, drives, etc.) to the Service ("Input") and receive output from the Service (excluding output from Grokipedia and excluding system metadata and logs) based on the Input ("Output"). Collectively, Input and Output are "User Content." Certain features of the Service may enable Grok to take autonomous actions on your behalf ("Agentic Actions"), including but not limited to web browsing, code execution, sending communications, modifying files, tool invocation, data processing, or interactions with third-party services, including financial institutions. We are not responsible for User Content or Agentic Actions. You are responsible for User Content and Agentic Actions, including ensuring that it does not violate any applicable law or these Terms and any consequences, costs, or liabilities arising therefrom. SpaceXAI makes no representations regarding the accuracy, safety, or legality of any Agentic Action and disclaims all liability for Agentic Actions to the fullest extent permitted by law.

You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to our Service. To the extent permitted by applicable law, and as between you and SpaceXAI, you retain your ownership rights to the User Content. You are responsible and accept liability for the User Content and any Agentic Actions you direct. When using Output or SpaceXAI's name, logos, trademarks, or other brand elements, you are required to obtain our permission and attribute your generation of the Output to the Service, as detailed in our Brand Guidelines.

Our Use of User Content. In choosing to submit, create, generate, record, post, or display Inputs on or through the Service, you grant an irrevocable, perpetual, transferable, sublicensable, royalty-free, and worldwide right to SpaceXAI to use, copy, store, modify, process, adapt, transmit, distribute, reproduce, publish, upload, download, display in public forums, list information regarding, make derivative works of, and distribute such Content, including anything referenced therein, in any and all media or distribution methods now known or later developed, for any purpose, and to aggregate your User Content and derivative works thereof for any purpose, including but not limited to: (i) maintain and provide the Service; (ii) improve our products and the Service and for our other business purposes, such as data analysis, customer and market research, developing new products or features, or identifying or displaying usage or User Content trends; and (iii) perform such other actions to enforce these Terms, comply with our Privacy Policy, comply with applicable law or governmental, court, and law enforcement requests or requirements or keep our Service safe.

To the extent the User Content includes a person's image, likeness, voice, or other similar attributes, you grant SpaceXAI the same rights to use those attributes as part of the User Content as described above. You represent and warrant that you have obtained all rights, licenses, notices, permissions, and consents necessary for SpaceXAI to use that User Content.

Automated systems that analyze your use of the Service and User Content may be used for business, safety, and compliance purposes. Our authorized personnel may review how you use the Service and your User Content for specific business purposes, including improving product features, investigating security incidents and potential misuse of our Service, and complying with our legal obligations.

Electing whether your User Content is used for product development or model training. When logged into our Service, you can select whether or not you want us to use your User Content to improve our products and services and train our models. Private Chat and User Content that you request to be deleted will be queued for deletion, which may take up to 30 days, except as required by law. Where available, you may access our Service without logging in; when doing so, where permitted, you grant us full rights to use any data you provide to or obtain from our Service for product development and model training purposes. Further details are available in our Privacy Policy and Consumer FAQs.

AI-Generated Disclosures. When you generate Output using the Service, including through Agentic Actions, you may be required to apply or SpaceXAI may apply a disclosure stating that the content was generated or altered by artificial intelligence. By using the Service, you agree that you will apply such disclosures or such disclosures may be applied by SpaceXAI to your Outputs.

Accuracy. Artificial intelligence is rapidly evolving and is probabilistic in nature; therefore, it may sometimes: (a) result in Outputs or Agentic Actions that contain "hallucinations," (b) be offensive, (c) not accurately reflect real people, places or facts, or (d) be objectionable, inappropriate, or otherwise not suitable for your intended purpose.

Similarity of Content. Due to the nature of artificial intelligence, Outputs may not be unique, and different users may receive similar Output from our Service. Your rights to the Output do not extend to others' rights, and you agree that we are not liable for such similarity of Outputs.

Grokipedia License. Grokipedia content and material is designated as Material subject to the SpaceXAI Community License Agreement (https://huggingface.co/xai-org/grok-2/blob/main/LICENSE). Certain Grokipedia content may also be subject to Creative Commons Attribution-ShareAlike 4.0 International License ("CC BY-SA 4.0").

Connecting to Third-Party Services. Certain features of the Service may facilitate your ability to connect to a third-party service, such as X or other companies. If you select a feature that involves sending your User Content to, or accessing your User Content hosted on, such a third-party service, you are instructing and authorizing SpaceXAI to send your User Content out of the Service. Please review the policies of any third-party service providers for additional information about how they may use those materials.

When you use our Service, you understand and agree that:

- Output may not always be accurate. Output from our Services is not professional advice. You should conduct your own thorough research and should not rely on Output as the truth.
- You are responsible for evaluating the Output for accuracy and appropriateness for your use, including using human review and supervision, before using or sharing Output.
- Our Service may provide incomplete, incorrect, or offensive Output that does not represent SpaceXAI's views. Outputs are not meant to endorse a person or third-party's views.
- At our sole discretion, we may implement rate limitations to accommodate system resources or usage needs.

5. The Service Is Available "As Is"

We continue to add new models and other features, some which may be in beta testing where indicated. You accept that all of our Services, including but not limited to such beta technologies, are provided "AS IS" and may contain errors, defects, bugs or inaccuracies that could fail or cause corruption or loss of data and information. You agree that use of any of our technologies is at your own risk. You also agree that you are solely responsible for any impact resulting from use of the Service, including ensuring appropriate safeguards, testing, and monitoring are in place.

6. SpaceXAI's Intellectual Property Rights

We Own Our Service. We and our affiliates own all rights, title, and interest in and to the Service.

Usage Data Relating to Our Service. We may collect, or you may provide to us, diagnostic, technical, usage, and/or related information, including information about your computers, mobile devices, systems, and software (collectively, "Usage Data"). All Usage Data is and will be owned solely and exclusively by us, and, to the extent any ownership rights in or to the Usage Data vest in you, you hereby assign to us all rights (including intellectual property rights), title, and interest in and to the same. Accordingly, we may use, maintain, and/or process the Usage Data or any portion thereof for any lawful purpose, including, without limitation: (a) to provide and maintain the Service; (b) to improve or develop our products and services; (c) to monitor your usage of the Service; (d) for research and analytics, including, without limitation, data analysis, identifying usage trends, and/or customer or market research; (e) to share analytics and other derived Usage Data with third-parties; and (f) to process for safety, security, and analytics.

Feedback. To the extent you provide us any suggestions, recommendations, or other feedback relating to the Service or to any other SpaceXAI products or services (collectively, "Feedback"), you hereby assign to us all rights (including all intellectual property rights), title, and interest in and to the Feedback. Accordingly, we are free to use the Feedback and any ideas, know-how, concepts, techniques, and/or other intellectual property contained in the Feedback, without providing any attribution or compensation to you, for any purpose whatsoever. We are not required to use any Feedback.

7. Privacy and Data Security

Privacy. We care about your privacy. By using the Service, you acknowledge that we may collect, use, and disclose your personal information and aggregated, pseudonymized, and/or de-identified data as set forth in our Privacy Policy, and that your personal information will be transferred to, and/or processed in, the United States.

Security. We care about the security of your personal information. However, we cannot guarantee that unauthorized third-parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk. You will notify us immediately of any breach of security or unauthorized use of your User Account, and you will immediately take action to secure your account, including by changing your password.

8. Paid Accounts

Fees; Payments; Cancellation. If you purchase any aspect of the Service, you must provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each periodic renewal until you cancel. We will charge tax or other applicable fees when required. If your payment is not successful, we may downgrade your account or suspend your access to the Service until payment is received. You can cancel your paid subscription at any time; however, payments already made are non-refundable, except where required by law. For questions regarding payments or cancellation, please contact support@x.ai.

Price Changes. We may adjust subscription prices periodically. Subject to applicable law, if prices increase, we will provide you with reasonable notice, and the new price will apply at your next renewal, allowing you to cancel your subscription if you disagree with the change. Notice may be provided in-app, by email, or other reasonable means.

Grok on X. Use of Grok on the X platform is not governed by these Terms. To access Grok on X, you must agree to the X Terms of Service.

9. Termination, Suspension, Discontinuation

Termination or Suspension. You are free to stop using our Service at any time and close your account. We may terminate or suspend your access to our Service or delete your account at any time without notice to you if we determine, at our sole discretion, that:

- You breached these Terms or our Acceptable Use Policy, guidelines, or other policies;
- We must do so to comply with the law;
- Your use of our Service could cause risk or harm to SpaceXAI, our users, or anyone else; or
- Your account has been inactive for over a year and you do not have a paid account.

No Refund. Upon Service termination, you will not be entitled to any refund, except where required by law.

Appeals. If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting support@x.ai.

Discontinuation. We may decide to discontinue our Service. If we do, we will provide you notice and any applicable refund for prepaid, unused services.

10. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE, OUTPUTS AND AGENTIC ACTIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE INTELLECTUAL PROPERTY, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, AVAILABILITY, ABILITY TO MEET YOUR NEEDS, AND/OR NON-INFRINGEMENT. SPACEXAI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, PARTNERS, AND LICENSORS DO NOT GUARANTEE THAT THE FUNCTIONS OR FEATURES OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. YOU ACCEPT AND AGREE THAT ANY USE OF CONTENT, MATERIALS, OUTPUTS, AGENTIC ACTIONS OR USER CONTENT FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS THE SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS PROFESSIONAL ADVICE.

11. Indemnity

To the fullest extent permitted by law, you will defend, indemnify, and hold SpaceXAI and our parents, subsidiaries and affiliates, and our and their respective agents, suppliers, licensors, employees, contractors, officers, and directors (collectively the "SpaceXAI Indemnitees") harmless from and against any and all claims, damages (whether direct, indirect, incidental, consequential, or otherwise), obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, legal fees) arising from or related to your use of the Service and Output, your Input, or any violation of these Terms.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPACEXAI OR ANY SPACEXAI INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, INCLUDING EMOTIONAL OR REPUTATIONAL HARM, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE OR ANY OUTPUTS GENERATED BY THE SERVICE, OR YOUR USE OF OR INABILITY TO USE ANY OF THE FOREGOING. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ANY OF THE SPACEXAI INDEMNITEES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL SPACEXAI OR ANY SPACEXAI INDEMNITEE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE OR YOUR USER ACCOUNT OR THE INFORMATION CONTAINED THEREIN, EXCEPT IF YOUR LOSS RESULTED FROM SPACEXAI'S OR SUCH SPACEXAI INDEMNITEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPACEXAI OR ANY SPACEXAI INDEMNITEE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING THE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (G) YOUR DATA, ANY INPUT, OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPACEXAI OR ANY SPACEXAI INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR ONE HUNDRED U.S. DOLLARS ($100.00), WHICHEVER IS GREATER, EXCEPT IN THE EVENT OF SPACEXAI'S OR SUCH SPACEXAI INDEMNITEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights.

13. Removal of Content

We reserve the right to remove content or disable Agentic Actions that violate these Terms or our Acceptable Use Policy, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Certain jurisdictions impose obligations on us to enforce against categories of content deemed by law to be illegal, harmful or unsafe. As a result, the User Content may be subject to restrictions as required by these jurisdictions.

If you believe that User Content has been copied in a way that constitutes copyright infringement, please report this by contacting our designated copyright agent at copyright@x.ai.

14. Dispute Resolution

Class Action and Jury Trial Waiver. WHERE PERMITTED BY APPLICABLE LAW, BY ENTERING INTO THESE TERMS, YOU AND SPACEXAI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. TO THE EXTENT PERMITTED BY LAW, YOU ALSO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION PROCEEDING AGAINST OUR CORPORATE AFFILIATES, INCLUDING BUT NOT LIMITED TO ANY X, CURSOR, OR SPACEX ENTITY.

Governing Law; Jurisdiction and Venue; Arbitration. Unless prohibited by your country's applicable law, the laws of the State of Texas, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us, notwithstanding any other agreement between you and us to the contrary.

Notwithstanding any other agreement to the contrary, unless prohibited by your country's applicable law, all disputes related to these Terms, the Service, or any patents – including without limitation disputes related to or arising from any User Content (whether your or others' User Content), or your or others' use of the Service or the complete or partial termination thereof – shall be brought and must proceed exclusively in the federal U.S. District Court or the state courts located in Wichita County or Tarrant County, Texas, United States, and you and we consent to personal jurisdiction in those forums and waive any objection as to inconvenient forum.

If, for any reason, the forum selection clause in the above paragraph is deemed unenforceable as to your dispute, then you and we agree to binding arbitration of the dispute administered by the American Arbitration Association before an arbitrator who shall be a retired federal district or appellate court judge. The arbitration shall be conducted in the English language in Tarrant County, Texas, except as required by law. The arbitrator shall have the authority to grant any provisional or permanent remedy or relief that would be available from a court of competent jurisdiction, except that the arbitrator shall be prohibited from granting injunctive relief. The arbitrator's award shall be final and binding, and the parties waive any right to appeal the award to the maximum extent permitted by law. Except as required by law, the arbitration shall be confidential and neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Except as required by law, each party shall bear its own costs of the arbitration, including attorneys' fees, unless the arbitrator determines that a party's claims or defenses were frivolous or brought in bad faith, in which case the arbitrator may award costs and reasonable attorneys' fees to the prevailing party.

The parties agree that any arbitration shall be conducted on an individual basis only, and not as a class, collective, or representative action. The arbitrator shall have no authority to consolidate claims or to preside over any form of class, collective, or representative proceeding.

For the avoidance of doubt, the choice of law, forum selection, and arbitration provisions of this section shall apply regardless of whether a dispute or any claims contained therein are based in contract, tort, statute, common law, or otherwise, and the choice of law, forum selection, and arbitration provisions of this section shall apply to pending and future disputes and shall apply to your dispute regardless of when the conduct relating to the dispute arose or occurred. The choice of law, forum selection, and arbitration provisions of this section shall also extend to disputes involving our corporate affiliates, including but not limited to any X, Cursor, or SpaceX entities, who are intended third-party beneficiaries of this paragraph and who also consent to jurisdiction and venue in the courts specified in this section and to the arbitration provision in this section.

If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Texas (excluding choice of law).

Limitations Period. You and SpaceXAI agree that you must initiate any proceeding or action asserting a federal claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute that is arising out of or related to these Terms or the Service, or if such limitation period is unenforceable under applicable law, then the shortest limitation period permitted by applicable law. You and SpaceXAI agree that you must initiate any proceeding or action asserting a state law claim within two (2) years and one day of the date of the occurrence of the event or facts giving rise to a dispute that is arising out of or related to these Terms or the Service. Otherwise, to the extent permitted by applicable law, you forever waive the right to pursue any claim or cause of action, of any kind or character, based on such events or facts, and such claims or causes of action are permanently barred.

15. General Provisions

Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof will be null and void.

Changes to Terms. When we change these Terms in a material manner, we will update the 'Effective' date at the top of this page. Your continued use of the Service after any change to these Terms constitutes your acceptance of the new Terms of Service. If you do not agree to any part of these Terms or to any future Terms of Service, do not access or use (or continue to access or use) the Service.

Entire Agreement; Severability. These Terms, together with any amendments and any additional written agreements you may enter into with us in connection with the Service, will constitute the entire agreement between you and us concerning the Service. Any statements or comments made between you and any of our employees or representatives are expressly excluded from these Terms and will not apply to you or us, or to your access to or use of the Service. If any provision of these Terms is

deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.

No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

Export Controls. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations in your use of the Service, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Service available or that is acting on your behalf, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region.

How to Contact Us. If you have any questions about the Service, please contact us at support@x.ai.

Mobile App Specific Terms

To use any mobile app, you must have a mobile device that is compatible with such app. SpaceXAI does not warrant that any app will be compatible with your mobile device. You may use mobile data in connection with an app and may incur additional charges from your wireless provider in connection with such app. You understand and acknowledge that you are solely responsible for any such charges. Mobile apps may update automatically to ensure you are using the latest version. We hereby grant you a non-exclusive, limited, non-transferable, and freely revocable license to use a compiled code copy of the app(s) under your User Account on one (1) or more mobile devices owned or controlled solely by you (except to the extent Apple or Google permits any shared access and/or use of the iOS App or Android App (as each of those terms is defined below), respectively), solely in accordance with these Terms. The foregoing license grant is not a sale of any app or of any copy thereof. You consent to such automatic upgrading on your mobile device.

iOS App. This paragraph applies to any app you acquire from the Apple App Store (such app, "iOS App"). You and SpaceXAI understand and acknowledge that these Terms are solely between you and SpaceXAI, not Apple, Inc. ("Apple"), and that Apple has no responsibility for the iOS App or content thereof. Your access to and use of the iOS App must comply with the usage rules set forth in Apple's then-current Apple Media Services Terms and Conditions and with the applicable Volume Content Terms. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to SpaceXAI as provider of the iOS App. You and SpaceXAI acknowledge that Apple is not responsible for addressing any claims of you or any third-party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the iOS App, or your possession and use of that iOS App, infringes that third-party's intellectual property rights, SpaceXAI, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and SpaceXAI acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your license of the iOS App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iOS App against you as a third-party beneficiary thereof.

Android App. This paragraph applies to any app you acquire from the Google Play Store (such app, "Android App"): (a) you acknowledge that these Terms are between you and SpaceXAI only, and not Google LLC or any affiliate thereof (collectively, "Google"); (b) your access to and use of the Android App must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of the Google Play Store where you obtained the Android App; (d) SpaceXAI, and not Google, is solely responsible for the Android App; (e) Google has no obligation or liability to you with respect to the Android App or these Terms; and (f) you understand and acknowledge that Google is a third-party beneficiary to these Terms as they relate to the Android App.

Regional Specific Terms

Australian Residents

In Australia, your use of Grok is subject to the terms and conditions as set out in SpaceXAI's Terms of Service and Acceptable Use Policy, as well as the terms set out and referred to on this page. In case of inconsistency, these Australia Online Safety Terms shall prevail with respect to Australian users, and will govern your use of Grok.

You may not upload or attempt to generate any of the following:

- Child sexual exploitation material;
- Material that advocates carrying out a terrorist act;
- Material that promotes, incites or instructs in matters of crime or violence;
- Material that promotes or incites drug-related illegal activities;
- Material depicting abhorrent or offensive fetish or fantasy practices, for example, incest.

We may suspend or terminate your account or cease providing you with all or part of the service if you attempt to use Grok for any of these purposes. We may also delete the violative content from the service.

We use age assurance measures to determine whether users in Australia are under 18. Until we are able to determine if a user is 18 or over, they may not be able to access 18+ adult content.

We also allow users to limit their access or exposure to media that may contain 18+ adult content in Settings > Data Control.

You can report violative content to SpaceXAI directly from Grok by clicking/tapping the three dots and choosing "Report Issue".

Alternatively, you can email SpaceXAI directly at support@x.ai.

If you would like to submit a complaint about: (a) SpaceXAI's handling of reports or (b) SpaceXAI's compliance with the Online Safety Act, you may do so by sending an email to support@x.ai.

Information about the Australian eSafety Commissioner

The Australian eSafety Commissioner is the online safety regulator. You can learn more here. If you would like to submit a complaint to the eSafety Commissioner, you can do so here. You may also find information about counselling and support services here.

California Residents

The provider of the Service is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

European Economic Area (EEA), United Kingdom (UK) or Switzerland Residents ("Europe Specific Terms" or "EST")

- **EST Definition of Consumer.** For the purposes of these Europe Specific Terms, "European Consumers" are individuals with a habitual place of residence in the EEA, UK or Switzerland acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

- **EST Order Process.** As a European Consumer, you are responsible for ensuring that your information is complete and accurate. The order process allows you to check and amend any errors before submitting your registration. Once you submit, we will begin processing it immediately. We will not file a copy of any contract formed between you and us.
- **EST Governing Law.** To the extent permitted by law, all disputes related to these Terms, the Services, or any patents — including without limitation disputes related to or arising from any User Content (whether your or others' User Content), or your or others' use of the Services or the complete and partial termination thereof — will be governed by Irish law, notwithstanding any other agreement between you and us to the contrary. The choice of Irish law does not deprive you of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country where you have your habitual residence.
- **EST Venue of Jurisdiction.** To the extent permitted by law, all disputes related to these Terms, the Services, or any patents — including without limitation disputes related to or arising from any User Content (whether your or others' User Content), or your or others' use of the Services or the complete and partial termination thereof — shall be brought and must proceed exclusively before a competent court in Ireland, notwithstanding any other agreement between you and us to the contrary. For the avoidance of doubt, the choice of law and forum selection provisions of this paragraph shall apply regardless of whether a dispute or any claims contained therein are based in contract, tort, statute, common law, or otherwise, and the choice of law and forum selection provisions of this paragraph shall apply to pending and future disputes and shall apply to your dispute regardless of when the conduct relating to the dispute arose or occurred. The forum selection provision of this paragraph shall also extend to disputes involving our corporate affiliates based in the European Union, EFTA States, or the United Kingdom, including any such X, Cursor, or SpaceX entities, who are intended third-party beneficiaries of this paragraph and who also consent to jurisdiction and venue in the courts specified in this paragraph. Without prejudice to the foregoing, you agree that, in its sole discretion, SpaceXAI may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction and venue over the claim.
- **EST Termination or Suspension.** We reserve the right to modify, suspend or discontinue the Service or your access to the Service for a reasonable and valid basis, such as if we determine that you have violated these Terms or our Acceptable Use Policy, or if doing so is necessary to prevent abuse, comply with the law, or address security issues. Such a valid and reasonable basis may include (i) technical, security-related or operational developments, (ii) the elimination of technical errors, (iii) compliance with a changed legal situation, for example due to a change in the law, a request from an official agency, or a decision by a court, (iv) the optimization of the user experience through the implementation of new features, and (v) a change in our business, for example due to policy, financial circumstances or other directional changes. If you do not have a valid contract with us, you are prohibited from using our Service.
- **EST Right of Withdrawal.** As a European Consumer, you have the right to close your account and withdraw from this contract within 14 days of entering into the contract. To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement sent to support@x.ai. You may use the Model Withdrawal Form below, but it is not obligatory.
- **EST Consequences of Exercising Right of Withdrawal.** If you withdraw from this contract and you have signed up for a paid subscription, we will repay you for payments that we verify have already been received by us from you for the subscription term active at the time of your withdrawal notice, within 14 days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. Please note this does not include X Premium or X Premium+ account charges because that is not part of this Service. Please refer to the X Purchaser Terms for further details of how to claim a refund for those charges.
- **EST Withdrawal Form.** If you wish to withdraw from the contract, send an email requesting withdrawal to support@x.ai and include the following information: Full legal name, login/user name (e.g., email and/or X user name), residential address, date of order/subscription, date submitting withdrawal.
- **EST Limitation of Liability.** For European Consumers, provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is caused by our breach of these Terms or is reasonably foreseeable at the time of entering into these Terms. We do not take responsibility for loss or damage caused by events beyond our control. We do not limit our liability to you where it would be unlawful for us to do so. You have the full protections of the applicable laws and statutory rights.
- **EST Consumer Guarantee.** For European Consumers, the applicable European consumer laws provide you with a guarantee covering the Service. Questions regarding the Service can be directed to support@x.ai.
- **EST No Release; Indemnity.** The Release Section and Indemnity Section of the Terms shall not be applicable to European Consumers subject to these Europe Specific Terms.
- **EST Changes to the Terms.** With respect to European Consumers, SpaceXAI may unilaterally make changes to these Terms (including the Europe Specific Terms) when it is necessary to do so, particularly as a result of changes of law or to ensure a better functionality of the Service. SpaceXAI shall take proportionate measures, if required, to notify Users in advance of such changes to the Terms, such notification may take the form of an in-Service notification or an email for a material change. If you do not agree to the amended Terms, you may object and must discontinue your use of the Service. If you do not object and continue to use the Service, you will be deemed to have acknowledged the amendment and agreed to be bound by it.
- **EST Points of Contact for DSA Purposes.** For the purposes of the EU Digital Services Act, SpaceXAI's point of contact for recipients is xaidsa@x.ai. The point of contact for Member States' authorities, the Commission and the Board is xaidsa@x.ai. Pursuant to Article 13 of the DSA, SpaceXAI LLC has appointed EDSR, through its representative office in Estonia, as the legal representative. Contact: EDSR at Valukoja 8/2, 2nd floor, Tallinn, Estonia, EE-11415. Email: dsa@edsr.eu. Phone +3726991640.

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