

Terms of Use

Effective Date: May 30, 2026

Avtar Group Inc. Terms of use

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS.

1. ACCEPTANCE OF TERMS

By accessing or using the services provided by Avtar Group Inc. ("Avtar," "we," "us," or "our"), including our website (<https://avtargroup.ai/>) (the "Site"), our AI-powered assistant platform, API, web interface, mobile applications (the "Avtar App"), and cloud infrastructure (collectively, the "Service"), you ("User," "you," or "your") agree to be bound by these Terms of Use (the "Terms") and any other policies or documents incorporated in these Terms, including our general [Privacy Policy](#). If you do not agree to all these Terms, do not access or use the app. Your continued use of the app constitutes your acceptance of these Terms. You agree that you (i) are 18 years of age, (ii) are a resident of the United States and (iii) will only use and access the Service while you are in the United States and (iv) are legally able to enter into a binding contract.

2. THE SERVICE

We grant you a non-exclusive right to access and use the Services in accordance with these Terms. Avtar retains all rights, title, and interest in and does not agree to any transfer of title regarding the Services. Your account is personal to you, and you are responsible for your account's compliance with these Terms. You may not authorize or allow other persons to access and use the Service. You must maintain the security of your account, as applicable, and promptly notify us if you discover or suspect that someone has accessed your account without your permission. You will be responsible for all usage under your account whether or not it is authorized by you.

3. AI TERMS

The Avtar App provides a personalized AI assistant utilizing machine learning model and artificial intelligence to provide personalized experiences based on your interactions (the "Avtar Personal AI Assistant"). This includes but is not limited to: personalized recommendations, automated tasks, contextual responses, and biometric enabled features.

Definitions:

Artificial Intelligence or AI: means software systems designed to perform tasks that typically require human cognitive abilities—such as understanding language, recognizing patterns, analyzing data, generating content, making predictions, or taking actions—by using statistical models, machine-learning techniques, or other computational methods. For purposes of these Terms, AI includes models and systems that process User Content (including voice recordings, images, and behavioral data) to generate personalized outputs, responses, or actions on behalf of the user. *User Inputs:* means of all data, text, images, audio, and biometric information you upload, transmit, or otherwise provide to the Service.

User Outputs: means any information, data or content generated by the Service based on User Inputs

User Content: means your User Inputs, User Outputs, and any other information, materials, or content you post, upload, submit or make available through the Service

User Output is probabilistic and subject to limitations. We do not guarantee the accuracy, completeness, reliability, or safety of any User Output. You are solely responsible for verifying the User Output and its suitability for your specific use case.

You acknowledge that the Avatar App and the Avatar Personal AI Assistant are evolving, may be subject to errors or unexpected behavior ("hallucinations"), and may produce biased results. We are continuously working to improve the Avatar App and the Avatar Personal AI Assistant but cannot guarantee a flawless experience.

4. USER OBLIGATIONS & USER CONTENT

Notwithstanding the license rights granted in Section 2, you may not:

- Download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any of our proprietary technology that makes up or is included in the Service, except (i) you may create and store temporary files that are automatically cached by your web browser for display purposes, (ii) as otherwise expressly permitted in these Terms, and (iii) for clarity, the foregoing restrictions do not apply to your User Content;
- Submit, transmit, display, perform, post or store any content that is inaccurate, illegal, unlawful, including, without limitation, copyrighted images to the Service without the consent of the copyright owner, defamatory, obscene, sexually explicit, pornographic, violent, invasive of privacy or publicity rights (including, but not limited to, uploading images of individuals

to the Service without their consent), harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable (collectively and individually, "Objectionable");

- Use the Services for bullying, disruptive or Objectionable purposes, or in a manner that violates our policies and standards, including our [Acceptable Use Policy](#) or for political campaigning or lobbying purposes; or otherwise use the Service in a manner that is fraudulent, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, or Objectionable purposes;
- You may not use the Service to create, upload, submit, transmit, display, perform, post, or store any User Content that constitutes deepfake, synthetic, or otherwise manipulated media depicting any individual without their express, informed consent, or that is intended to mislead, impersonate, deceive, or cause harm. This includes any AI-generated or altered image, audio, video, or other content that falsely represents a real person's likeness, voice, identity, statements, or conduct, or that fabricates events in a manner that could reasonably cause harm, confusion, or reputational injury.
- Frame, replicate, or develop an interface to access the Service without going directly to the Site (e.g., via an API and/or by white labeling any portion of the Service), unless we explicitly make such functionality available to you;
- Duplicate, decompile, reverse engineer, disassemble or decode the Service (including any underlying idea or algorithm), or attempt to do any of the same;
- Use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, graphics, design, commercial symbol, or other proprietary notation displayed on or through the Service; provided that, for clarity, the foregoing does not include your User Content;
- Use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Service;
- Impersonate, or attempt to impersonate, somebody else using the Service without their authorization, including by providing User Input that you do not have authority to use to create User Output or by providing User Input to attempt to create User Output that impersonates somebody else without their authorization;
- Access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Service or interfere with any other party's access to or use of the Service or use any device, software or routine that causes the same;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt the Service, accounts registered to other users, or the computer systems or networks connected to the Service;
- Circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Service;

- Use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, “mines,” scrapes, extracts, or otherwise accesses the Service to monitor, extract, copy or collect information or data from or through the Service, or engage in any manual process to do the same;
- Introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- Use any portion of the Service to build any products or services that are competitive to any portion of the Service or to create similar ideas, features, or functions of any portion of the Service;
- Access any portion of the Service for benchmarking, comparative or competitive purposes;
- Violate any applicable law or regulation in connection with your access to or use of the Service;
- Access or use the Service in any way not expressly permitted by these Terms; or
- You are responsible for ensuring that your User Output does not infringe upon third-party or person’s intellectual property or privacy rights and for complying with all applicable laws regarding its use.
- Use or distribute User Output in a misleading way, including, without limitation, representing that the User Output is entirely human generated. Further, if you distribute your User Output to others, to the extent required by applicable law, you must proactively disclose that such User Output was created using artificial intelligence technologies so as not to mislead others of its origin.

User Content Ownership; License Grant; Aggregated and Anonymized Data. You retain all ownership rights in your User Content and to the extent permitted by applicable law, Avatar hereby assigns to you all its rights, title, and interest in and to the User Output generated by the Avatar App based on your User Input. You grant Avatar a worldwide, non-exclusive, royalty-free license to access, use, host, cache, store, process, reproduce, transmit, display, publish, distribute, modify, create derivative works from, and analyze your User Content and User Input as necessary to operate, maintain, improve, promote, and provide the Services, to personalize the Avatar App for you, to create User Output, and to develop new services and products, including to train, improve, or modify Avatar’s artificial intelligence and machine learning models.

Avatar may also collect, use, and disclose information derived from your User Content, User Input, User Output, and your use of the Services in de-identified, anonymized, and/or aggregated form (“Aggregated Data”) for product development, analytics, benchmarking, service improvement, and other legitimate business purposes, provided that such Aggregated Data will not (a) identify you or any individual, (b) contain personal data in identifiable form, or (c) be used in a manner reasonably intended to re-identify you.

5. ACCEPTABLE USE POLICY

You agree that your use of the Service, including use of the Avtar App, shall always be in compliance with the Avtar [Acceptable Use Policy](#).

6. SUBSCRIPTION FEES AND PAYMENT

Subscriptions. To access and use the Service, you may be required to enroll in a subscription payment plan and pay certain recurring charges, and by using the Service, you hereby agree to pay those recurring charges (all of the foregoing, hereinafter, a "Recurring Subscription"). Your Recurring Subscription will automatically renew until you cancel it in accordance herewith or your Recurring Subscription is otherwise terminated. You authorize us to store your payment method information and to automatically charge your payment method(s) for the amount of your Recurring Subscription with no further action required by you. The length of your Recurring Subscription will be provided when you make your purchase. In the event that Avtar is unable to charge your payment method(s) as authorized by you when you enrolled in a Recurring Subscription, Avtar may in its sole discretion (i) suspend your access to the Services until payment is received or (ii) seek to update your payment method information through third-party sources (i.e., your bank or a payment processor) to continue charging your payment method as authorized by you. You may cancel your Recurring Subscription through your account at any time, but if you cancel your Recurring Subscription before the end of the current subscription period, we will not refund any charges already paid to us. Following any cancellation, however, you will continue to have access to the applicable Services through the end of your current subscription period. Avtar may change the prices charged for Recurring Subscriptions at any time by posting updated pricing on our Site and we will provide you with prior written notice of any such changes through the Service, by email or other similar means; provided, however, that the prices for your Recurring Subscription will remain in force for the duration of the subscription period for which you have paid. If you do not cancel, your Recurring Subscription will automatically renew at the then-current price at the time of renewal and for the same duration as the initial subscription term, and Avtar will charge your on-file payment card or method on the first day of the renewal of the subscription term.

Payment. You represent and warrant that you have the right to use any payment method that you submit in connection with a payment. We may receive updated information from your issuing bank or our payment service provider about any payment method you have stored with us. You authorize us to charge your payment method, including any updated payment method information we receive, for any charges you are responsible for under these Terms. Verification of information may be required prior to the acknowledgment or completion of any transaction. You will pay all charges incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred, including all

taxes and shipping and handling charges applicable to your transactions. In the event legal action is necessary to collect on balances due, you will reimburse us and our vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses.

Refunds and Exchanges. Payments are non-refundable, except where required by law.

Reservation of Rights. Avtar reserves the right to suspend or discontinue all or a portion of the Services at any time; to alter the payment option for services; and to refuse to provide any user with any Service.

7. FREE TRIAL

Avtar may, in its sole discretion, offer you access to certain Services on a free, trial, evaluation, or promotional basis for a limited period ("**Free Trial**"). Your eligibility for a Free Trial is determined solely by Avtar, and Avtar may modify, limit, or terminate a Free Trial at any time without notice and without liability to you.

Trial Period and Automatic Conversion

Unless otherwise stated at the time you enroll, the Free Trial will continue for the period specified in the offer. At the end of the Free Trial, your access to the Services will automatically convert to a paid Recurring Subscription, and Avtar will charge your on-file payment method at the then-current subscription price, unless you cancel before the Free Trial ends.

If you do not wish to be charged, you must cancel your Free Trial through your account settings prior to the expiration of the trial period. If you obtained the Free Trial through an App Store, cancellation must be completed through the applicable App Store account settings.

Limitations; Usage Caps

During the Free Trial:

- Access may be limited to specific features, models, functionality, or usage thresholds (including limits on AI-generated outputs, storage, or processing volume).
- Avtar may suspend, restrict, or terminate the Free Trial at any time for any reason.
- Certain features available to paid subscribers may not be available during the Free Trial.
- Avtar may monitor your use of the Free Trial to prevent abuse, misuse, or circumvention of eligibility restrictions.

Data Retention and Deletion

Avtar has no obligation to retain, store, or return any User Content, User Input, or User Output submitted or generated during the Free Trial. All such data may be permanently deleted at the end of the trial period unless you convert to a paid subscription or applicable law requires otherwise.

You are solely responsible for exporting or backing up any data you wish to retain before the Free Trial ends.

AI-Specific Limitations

You acknowledge that:

- AI-generated User Output during the Free Trial may be inaccurate, incomplete, biased, or unreliable.
- Free Trial access may use experimental or lower-capacity models that differ from paid versions.
- Avtar does not guarantee the accuracy, completeness, or suitability of any User Output generated during the Free Trial.
- You are solely responsible for verifying any User Output before relying on it.

No Warranty

Free Trials are provided **“AS IS”** and without any warranties or commitments of any kind, including those disclaimed in Section 9. Avtar does not guarantee that any Free Trial will be error-free, uninterrupted, or representative of the performance of the paid Services.

One Trial Per User

Avtar may limit Free Trials to one per user, household, device, or payment method. Avtar may revoke, deny, or terminate a Free Trial if it determines that you are not eligible or have attempted to circumvent these limitations.

App Store Terms

If you access the Free Trial through an App Store, the App Store may impose additional terms, including restrictions on cancellation, billing, and renewal. In the event of a conflict between these Terms and the applicable App Store terms, the App Store terms will govern solely with respect to billing and cancellation through that App Store.

8. BETA SERVICES

From time to time, Avtar may invite you to access or use certain features, functionalities, models, or components of the Service that are identified as beta, preview, early access, experimental, pilot, or similarly designated offerings ("**Beta Services**"). Beta Services may be made available to you at no charge or as part of your existing subscription.

Voluntary Participation

Your use of any Beta Services is voluntary and is provided solely for the purpose of enabling Avtar to test, evaluate, and improve its technologies. Avtar may suspend, limit, or terminate access to any Beta Services at any time and for any reason, without notice.

Beta Services Are Not Final

Beta Services may contain bugs, errors, defects, or other issues; may be incomplete or less reliable than other portions of the Service; and may change substantially prior to any commercial release. Avtar does not guarantee that any Beta Services will ever be released generally.

You acknowledge that:

- Beta Services may produce inaccurate, incomplete, biased, or unexpected outputs, including AI-generated hallucinations.
- Beta Services may not meet the same security, compliance, or reliability standards as the production Service.
- Avtar is not responsible for any harm, loss, or damage arising from your use of Beta Services.

Feedback

If you provide Feedback relating to Beta Services, Section 18 (Feedback) applies in full. Avtar may use such Feedback without restriction.

No Warranty; Additional Limitations

Beta Services are provided "**AS IS**" and without any warranties, express or implied, including those disclaimed in Section 9. To the maximum extent permitted by law, Avtar disclaims all liability arising from or relating to your use of Beta Services. Avtar's aggregate liability relating to Beta Services will not exceed ten dollars (\$10).

Confidentiality

Unless Avtar expressly states otherwise in writing, you agree that all non-public information relating to Beta Services—including features, performance, documentation, and Feedback—is Avtar's confidential information and may not be disclosed to any third party.

Priority of Terms

If there is any conflict between this Section and any other provision of these Terms, this Section governs with respect to your use of Beta Services.

9. EXCLUSIONS AND LIMITATIONS

THE SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, AVTAR AND ITS employees, officers, advisors, affiliates, agents, contractors, service providers and suppliers ("REPRESENTATIVES") MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. AVTAR DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ACCURATE OR ERROR-FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. Without limiting the generality of the foregoing, Avtar makes no warranty or representation and disclaim all responsibility and liability for the infringement

Avtar and its Representatives will not be liable for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, or data or other losses, even if we have been advised of the possibility of such damages. Avtar's aggregate liability under these Terms shall not exceed the greater of the amount you paid for the Service that gave rise to the claim during the 12 months before the liability arose or one hundred dollars (\$100). The limitations in this section apply only to the maximum extent permitted by applicable law.

Avtar takes no responsibility and assumes no liability for any content that you, another user, or a third party creates, uploads, posts, sends, receives, or stores on or through our services. It is your responsibility to evaluate whether User Outputs are appropriate for your use case, including where human review is appropriate, before using or sharing User Outputs. You acknowledge that factual assertions in User Outputs should not be relied upon without independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information.

10. INDEMNIFICATION

You agree to indemnify and hold harmless Avtar and its Representatives from any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorneys' fees, arising from (i) your User Input, (ii) your use of the User Output, (iii) your violation of these Terms, or (iv) your violation of applicable law.

11. TERMINATION

We reserve the right to terminate or suspend your access to the Service, including the Avtar App immediately, without prior notice, for any reason, including conduct that we believe violates these Terms, is harmful to other users, or threatens the integrity of the app. You may terminate your account at any time. Upon termination, your access to the app will be revoked, and we may delete your User Content and data (subject to our [Privacy Policy](#)).

12. GOVERNING LAW

These Terms are governed by the laws of the State of Delaware, without regard to choice of law, rules or principles. Except where a claim must be brought in arbitration or small claims court under these Terms, or to the extent the requirement to arbitrate is held unenforceable or invalid for any reason, proceedings may be commenced only in a federal or state court located within Dallas County, Texas and you and Company each consent to the jurisdiction of those courts for such purposes.

13. DISPUTE RESOLUTION; Mandatory ARBITRATION; 30 Day Opt-Out Right; Informal Resolution; ARBITRATION PROCEDURES; Class action Waiver; Termination of Rights; & EQUITABLE RELIEF

Mandatory Arbitration. Except for claims brought in small claims court, claims seeking only injunctive relief, or disputes involving intellectual property rights, you and Avtar agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved exclusively through final and binding arbitration.

30 Day Opt-Out Right. You may opt out of arbitration by sending Avtar written notice within 30 days after you first access the Service. Your notice must include your name, address, and a clear statement that you do not wish to resolve disputes with Avtar through arbitration. If you do not opt out within this period, you are bound by this arbitration provision.

Informal Resolution. Before initiating arbitration or any other formal action, you agree to attempt to resolve the dispute informally by sending Avtar a written notice by certified mail describing the dispute, the relief sought, and your contact information. If the dispute is not resolved within 60 days, or such longer period as the parties may mutually agree, either party may initiate arbitration. Any applicable statute of limitations is tolled during this informal resolution period.

Arbitration Procedures. Arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as modified by these Terms. Arbitration will be conducted before a single arbitrator selected from the AAA National Roster. For any in-person proceedings, the arbitration will take place in Dallas County, Texas. Each party is responsible for its own attorneys' fees and expenses, except as otherwise required by law or ordered by the arbitrator. If the arbitrator determines that your claim is frivolous, brought for an improper purpose, or otherwise finds in Avtar's favor, you agree to reimburse Avtar for all arbitration-related fees and expenses, including attorneys' fees.

The arbitrator may not award injunctive relief unless the parties agree otherwise. In disputes involving both monetary and injunctive claims, the monetary claims must be resolved in arbitration before any request for injunctive relief may be brought in court, to the extent permitted by law. The arbitrator's decision is final and binding, and judgment may be entered in any court with jurisdiction.

Unless prohibited by law, the arbitration and all related materials—including filings, evidence, hearings, and awards—are confidential and may not be disclosed except as necessary to obtain court confirmation or enforcement of the award.

Class Action Waiver. To the fullest extent permitted by law, you and Avtar agree that all disputes will be resolved only on an individual basis. Neither party may participate in or bring a class, collective, consolidated, or representative action, and the arbitrator has no authority to consolidate claims or preside over any form of class or representative proceeding.

Termination of Rights. ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICE OR USER CONTENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND AVTAR WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

Equitable Relief. You agree that any breach of these Terms may cause Avtar irreparable harm, for which monetary damages are inadequate. Avtar is therefore entitled to seek equitable relief, including injunctions, without posting a bond or other security.

14. Notices.

All notices under this section must be sent by certified mail to:

Avtar Group Inc.

3524 Silverside RD Suite 35b, Wilmington, DE 19810

15. ENTIRE AGREEMENT

These Terms, together with our [Acceptable Use Policy](#), our [Privacy Policy](#) and the [Biometric Data Privacy Notice and Consent](#), constitute the entire agreement between you and Avtar Group Inc. regarding your use of the Service.

16. Notification of Changes

We may modify the Terms from time to time in which case we will update the "Last Revised" date at the top of the Terms. We will use reasonable efforts to attempt to notify you of any changes to these Terms that materially adversely impact you either via email or an in product notification. All other changes will be effective as soon as we post them to our website. Your continued access or use of the Service after the modifications have become effective will be deemed your acceptance of the modified Terms. If you do not agree to the changes, you must stop using our Service. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

17. Export Controls

You agree that you will not export or re-export, directly or indirectly, the Service and/or other information or materials provided by Avtar hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable export laws and regulations.

18. Feedback

We welcome feedback, comments and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback, whether directly to us or by means of a third-party service, does not and will not give or grant you any right, title or interest in the Service or in any such Feedback. All Feedback becomes the sole and exclusive property of Avatar, and Avatar may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Avatar any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback. To the extent such rights cannot be assigned under applicable law, you hereby waive any moral and author's rights (including attribution and integrity) that you may have in and to any and all Feedback.

19. Mobile Terms

If you download our mobile application associated with the Service ("Mobile App") from an app store or distribution platform (each, an "App Store"), you acknowledge and agree that the availability of the Mobile App and the Service is dependent on the App Store from whom you received the Mobile App license, and that these Terms are between you and Avatar and not with the App Store. Avatar, not the App Store, is solely responsible for the Service, including the Mobile App. In order to use the Mobile App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Service, including the Mobile App. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using Service, including the Mobile App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

20. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at: info@Avtargroup.ai