

Terms of Use

Effective as of Dec 24, 2023. Welcome to Ava Chatbot,

The following Terms of Use (“Terms”) apply when you use the Ava Chatbot app (the “App”) or the service provided via the App (the “Service”), sometimes collectively referred to as the “App.” Please review these Terms carefully. By accessing or using the App, you show you agree to these Terms. If you don’t agree to these Terms, you may not access or use the App.

About The App

The App allows users to chat with AI using texts (“User Content”). These texts can be exported for sharing on other platforms.

Also, please note that the App is under constant development. New features may be added frequently, so it’s important to check back to this page for updates.

Paid Services

You may be able to make in-App purchases, in which case the fee is collected via Apple (for iOS) and Google (for Android) (our “Billing Service Providers”). We may also offer subscriptions, which can also be paid for via Apple and Google. Information about paid Services is here and here.

You will be required to provide the Company and/or its Billing Service Providers with information regarding your credit card or other payment method. You represent and warrant that such information is true and that you are authorized to use the payment method. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date). You hereby authorize the Company to bill you in accordance with the terms of your subscription plan until you terminate your account, and you agree to pay any charges so incurred. If you dispute any charges you must notify the Company within thirty (30) days after the date that you are billed. You can terminate your use of the Service and otherwise manage your account using the App. We reserve the right to change the Company’s fees. If the Company does change its fees, the Company will provide notice of the change within the App. Your continued use of the App after the fee change becomes effective constitutes your agreement to pay the changed amount. Certain subscription offerings may include a free trial prior to charging your payment method. If you decide to unsubscribe from such a subscription before the Company starts charging your payment method, you must cancel the subscription before the free trial ends. Otherwise, you will be responsible for payment for the full term of the subscription period. If you properly terminate your paid subscription, you will not be charged for future months (or other periods, as stated in the subscription terms). However, you will not receive a refund for an unused portion of a month (or other period) for which you have already paid. No refunds are offered

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Content And Restrictions

You may provide text, images, videos and/or other material, including third party content that you share using the App. Your User Content belongs to you. By publicly sharing any User Content, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to

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Age Restriction

You need to be at least 13 years old to use the App.

Use Restrictions

Your permission to use the App is conditioned upon the following restrictions and conditions.

You agree that you will not:

Attempt to decipher, reverse engineer, decompile, or disassemble any portion of the App or the software used to provide the Service; use, display, mirror or frame the App or any individual element within the App, Company's name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page or within the App, without Company's express written consent; attempt to probe, scan or test the vulnerability of any Company system or network or breach any security or authentication measures; avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure (including watermarks) implemented by Company or any of Company's providers or any other third party (including another user) to protect the App; remove any copyright or other proprietary notices from materials provided within the App; use any meta tags or other hidden text or metadata utilizing a Company trademark, logo URL or product name without Company's express written consent; use the App in any manner not permitted by these Terms; impersonate or misrepresent your affiliation with any person or entity; use the App for any unlawful purpose or for the promotion of illegal activities; use the App to attempt to, or harass, abuse or harm another person or group; use another user's account without permission; interfere or attempt to interfere with the proper functioning of the App; make any automated use of the App, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; use the App to post content that is offensive, obscene, or could constitute or contribute to a criminal or civil offense, including copyright and other intellectual property right violations; use the App in a manner which would or would likely incite, promote or support discrimination or incite or promote hostility or violence; publish or link to malicious content intended to damage or disrupt another user's browser, computer, or mobile device; or encourage or enable any other individual to do any of the foregoing. Monitoring And Compliance Although the Company is not obligated to monitor access to or use of the App, we have the right to do so for the purpose of operating the Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable your access to the App, at

any time and without notice, including, but not limited to, if we, at our sole discretion, consider any User Content you upload in connection with the App to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Intellectual Property

Unless otherwise indicated, the App is our proprietary property and all source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics in the App (collectively, the "Content") and the trademarks, service marks,

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Contributions To Company

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Indemnification

You agree to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the App or Service; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

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Modification Of Terms Of Use

The Company can amend these Terms at any time. It's your responsibility to check the App from time to time to view any such changes. If you continue to use the App, you show your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of these Terms by the Company via telephonic or email communications shall be valid.

Privacy Policy

The Company respects the privacy of its users. Please refer to our Privacy Policy (found [here](#)), which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the App, you show that you agree to this Privacy Policy.

General Terms

If any part of these Terms is held invalid or unenforceable, that portion of the Terms will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision. Our rights under these Terms will survive any termination of these Terms. You agree that any legal action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms and your use of the App and Service are governed by the federal laws of the United States of America and the laws of the State of New York, without regard to conflict of law provisions. You agree to resolve any claims relating to these Terms or the App or Service through final and binding arbitration. Any arbitration will be conducted by the American Arbitration Association (AAA) under its commercial arbitration rules. The arbitration will be held in New York City, New York. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE COMPANY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If you attempt to bring any legal action against the Company based in any way on the App or Service you agree that, in the event you do not prevail or the Company does prevail, you will reimburse the Company for any costs and attorneys' fees associated with its defense of the action. The Company may assign or delegate these Terms and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate

any rights or obligations under the Terms or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

Notice For California Users

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: Information about our fees is [here](#) and [here](#). The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Your Agreement To The Terms

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Contact Us

If you have questions about our Terms Of Use, please contact us at **dev@vault63.com**

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