

ForeverMe Inc: Master Terms of Service, Privacy Policy, Digital Succession Agreement, and Subscription Terms

This comprehensive document establishes the legal and contractual framework governing the use of the ForeverMe application and the creation of Digital Avatars. It serves as the unified agreement for all Terms and Conditions (T&Cs), End-User License Agreement (EULA), Privacy Policy (PP), Intellectual Property (IP) licensing, Digital Legacy provisions, Liability structure, and Financial Policy.

Governing Law: The laws of the State of Delaware (and, where applicable, U.S. Federal Law).

I. TERMS and CONDITIONS & END-USER LICENSE AGREEMENT (T&Cs & EULA)

1.0. Acceptance, Jurisdiction, and Governing Law

1.1. Governing Law and Jurisdiction

This Agreement and any disputes arising out of or related to the Services shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to its conflict of laws principles [1]. The parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any disputes not resolved through mandatory arbitration as stipulated in Section 13.0.

1.2. Digital Confirmation of Consent (Clickwrap Enforcement)

Acceptance of these T&Cs, the Privacy Policy, and the Subscription Terms is mandatory via a Clickwrap Consent mechanism [2]. The User must take an affirmative action, such as clicking a non-pre-ticked checkbox and/or an "I Agree" button, which unequivocally signifies acceptance of these legally binding terms [3, 2]. ForeverMe shall maintain detailed electronic records of the acceptance, including the IP address, timestamp, and the exact document version assented to, to prove that consent was explicit and unambiguous [2, 4].

1.3. Changes to Terms

ForeverMe reserves the right to modify these terms. The Company shall provide reasonable notice of material changes. Continued use of the Service after such modifications constitutes acceptance of the new terms, and the Company reserves the right to require re-acceptance via Clickwrap for major updates [4].

1.4. No Guarantee of Identity Recreation

The User understands and agrees that the Digital Avatar is a synthetic, AI-generated construct created from subjective descriptions, personal memories, and Source Data provided by the User. ForeverMe does not recreate, reproduce, simulate, or guarantee the real identity, personality, behavior, voice, or likeness of any living or deceased individual.

Any resemblance to real individuals is subjective, approximate, and dependent entirely on the User's inputs. ForeverMe provides no warranty of accuracy or fidelity, and all responsibility for the creation, depiction, and use of an Avatar remains solely with the User.

1.5. AI Disclosure (FTC-Compliant)

ForeverMe utilizes artificial intelligence systems to generate conversational responses and voice outputs. These outputs may be incomplete, inaccurate, synthetic, or unpredictable. The User understands that AI responses do not constitute factual statements, professional advice, or representations of real individuals.

1.6. No Medical, Psychological, Therapeutic, or Professional Advice

The Service and all Digital Avatar outputs are generated by artificial intelligence and are provided strictly for personal and informational purposes. ForeverMe is not a medical provider, licensed therapist, psychologist, psychiatrist, legal advisor, financial advisor, or any other form of professional service. The User understands and agrees that the Digital Avatar may produce

statements that appear empathetic, advisory, or expressive in nature, but such outputs do not constitute professional advice and must not be relied upon as a substitute for consultation with qualified professionals. The User is solely responsible for seeking appropriate medical, psychological, psychiatric, or other professional assistance for any health-related or mental-health concerns. ForeverMe shall bear no responsibility or liability for any consequences arising from the User's failure to seek professional help or reliance on AI-generated content.

2.0. License Grant and Restrictions (EULA)

2.1. Limited License Grant

ForeverMe grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license (the "License") to use and interact with the Application and the generated Digital Avatar solely for personal, non-commercial purposes and strictly within the parameters of the ForeverMe Service.

2.2. Prohibited Uses (Avatar Restrictions)

The User is strictly prohibited from: reverse engineering, decompiling, adapting, reproducing, selling, sublicensing, or otherwise commercially exploiting the Digital Avatar, the underlying AI model, or the Service. Use of the Avatar or the Service for any illegal, fraudulent, or harassing activity is grounds for immediate termination [5].

2.3. Non-Commercial Use and Marketing Restrictions

Digital Avatars and all Source Data shall be used exclusively for personal, non-commercial purposes. ForeverMe does not use any User or Subject data, including photographs, voice samples, stories, or generated Avatar content, for marketing, advertising, promotion, or public display.

ForeverMe may only use fully fictional, synthetic, or non-user-derived materials in its marketing. User-generated Avatars are strictly excluded from all commercial, promotional, or advertising activities unless the User provides explicit separate written consent.

2.4. Prohibited Personality Simulation

The User is prohibited from creating or using Digital Avatars for purposes of defamation, harassment, political persuasion, impersonation with intent to mislead, sexual content involving real people, or any activity that violates the Right of Publicity, privacy rights, copyright laws, or any federal or state regulation applicable to synthetic media.

3.0. Financial and Subscription Terms

3.1. Initial Setup Fee (Non-Refundable)

The one-time Setup Fee (\$29 or as otherwise indicated) is non-refundable. The fee compensates ForeverMe for the initial data processing, proprietary model training, and infrastructure provisioning required to commence the Avatar creation process. Once the Company begins processing the Source Data, the fee is deemed earned and non-refundable.

3.2. Subscription Fees and Automatic Renewal

Subscription payments may be processed through Apple In-App Purchase, the App Store, or other authorized payment processors where permitted by applicable platform rules and applicable law. By subscribing, the User authorizes ForeverMe and its designated payment processor(s) to charge the User's Payment Method on a recurring basis until cancellation. ForeverMe may update payment processors without requiring amendment of these Terms.

For subscriptions purchased through Apple In-App Purchase or the App Store, billing, renewal, cancellation, and payment processing are handled by Apple in accordance with Apple's applicable terms and policies. ForeverMe may process payments through Stripe or other third-party payment processors only where permitted by applicable platform rules and applicable law. Nothing in this Section is intended to bypass, replace, or conflict with Apple In-App Purchase requirements for eligible digital goods or auto-renewable subscriptions sold through the iOS Application.

3.3. Refund Policy

Refund terms depend on the purchase channel. For subscriptions or other purchases made through Apple In-App Purchase or the App Store, refund requests are handled by Apple in accordance with Apple's applicable refund policies. ForeverMe does not control Apple's refund decisions. For purchases made outside the App Store, fees are non-refundable except where required by applicable law or expressly stated at checkout.

Upon cancellation by the User, access to the Service and the Digital Avatar continues until the end of the current paid billing cycle, at which point the subscription will terminate and access will cease.

3.4. Chargeback Defense Policy and Dispute Resolution

To protect against fraud and financial risk, the User agrees to first contact ForeverMe and use the internal dispute resolution process before initiating any chargeback request with their bank or payment provider.

Initiation of a chargeback **may** result in the temporary suspension of the User's access to the Service while the payment dispute is under review by the payment provider.

If the chargeback is **approved** or **upheld** by the User's bank, ForeverMe may permanently suspend or terminate the User's account and all associated Digital Avatar data, as the User is considered to have revoked payment for the provided Services.

If the chargeback is **denied**, ForeverMe will restore access to the Service upon confirmation of resolved payment.

4.0. User-Generated Content (UGC) and Intellectual Property

4.1. Ownership of Input Data

The User and/or the Subject retains all underlying copyright and intellectual property rights in the Source Data (raw input files, including voice recordings, photographs, and life stories) they upload to the Service, provided they are the rightful owner or have the authority to license such data [9].

4.2. Limited License to Operate the Service

The User grants ForeverMe a limited, non-transferable, non-sublicensable, revocable license to process the Source Data solely for the following purposes:

- (a) generating and maintaining the User's Digital Avatar;
- (b) providing core functions of the ForeverMe Service;
- (c) performing internal, non-user-facing analytics that do not train or modify any AI model and do not create any derivative model parameters.

ForeverMe does not sell, share, license, transfer, or use Source Data to train any machine-learning models, whether owned by ForeverMe or any third party. All responsibility for obtaining permissions and lawful rights to the Source Data lies solely with the User.

4.3. Ownership of the Created Product (Digital Avatar)

ForeverMe retains all rights, title, and interest in the proprietary AI model, underlying algorithms, code, platform infrastructure, generated dialogue, voice templates, and the Digital Avatar output [5]. The Digital Avatar, being an AI-generated work without significant human creative input from the User, is protected solely by this contractual Agreement and is not guaranteed protection under U.S. statutory copyright law [5, 10]. The User's right to the Avatar is limited exclusively to the License of Use granted in Section 2.1.

4.4. User Responsibility for Rights of Third Parties

The User is solely responsible for ensuring that all uploaded Source Data, including

likenesses, photographs, voice recordings, or personal information of any real individual (living or deceased), is submitted with all legally required permissions, consents, and rights. ForeverMe does not verify, investigate, or confirm the existence or authenticity of such consents.

The User agrees to fully defend, indemnify, and hold ForeverMe harmless from any claim, dispute, demand, lawsuit, or allegation arising from:

- (a) the User's failure to obtain rights or permissions;
- (b) family disputes, estate conflicts, or objections by third parties;
- (c) objections by celebrities or public figures;
- (d) claims regarding impersonation, misappropriation of likeness, or violation of Right of Publicity laws; and
- (e) any commercial, promotional, or public use of an Avatar created from Source Data of a real person, which is strictly prohibited under Section 2.3 unless the User has obtained explicit written consent from that person or their estate.

II. DIGITAL LEGACY & SUCCESSION POLICY

5.0. Subjects Alive at Avatar Creation (Dual Consent Required)

When the Subject (the individual whose likeness is being digitized) is alive at the time of Avatar creation, a dual, layered consent structure is required to manage the transfer of sensitive data and future post-mortem rights.

5.1. Subject Consent (Voice and Likeness Owner)

The Subject (e.g., Parent) must provide specific, separate Clickwrap Consent (Layer 1) acknowledging and agreeing to:

1. The collection and use of their Personally Identifiable Information (PII) and voice/image data for the creation of the Digital Avatar.
2. The granting of a Limited Operational License to ForeverMe strictly for purposes of generating and maintaining the Digital Avatar (as defined in Section 4.2).
3. The eventual post-mortem use of the Avatar by the designated Heir.

5.2. User Consent (Account Manager/Child)

The Account Manager (User, e.g., Child) must provide separate Clickwrap Consent (Layer 2) confirming:

1. They have the legal right and necessary authority to submit the Source Data and manage the subscription account.
2. They warrant the Subject has provided the requisite Subject Consent (Section 5.1).

5.3. Competency and Incapacity (Capacity)

Both the Subject and the Account Manager must warrant that they possess full legal capacity (competency) to enter into this contract [11, 12]. If the Subject or Account Manager becomes legally incapacitated, the designated Account Manager, Heir, or legally appointed representative must provide verified legal documentation (e.g., Durable Power of Attorney or court-ordered Guardianship) to ForeverMe to continue account management or execute the Digital Succession plan. A contract entered into by a legally incompetent party is voidable, making this warranty critical [11].

6.0. Subjects Deceased at Avatar Creation (Right of Publicity and Indemnity)

If the Subject is deceased at the time of Avatar creation, the legal complexity shifts to the state-governed Right of Publicity (RoP) [13].

ForeverMe does not recreate, replicate, or simulate the true personality, memories, or identity of any deceased individual. All Avatars are approximations generated from subjective User-provided data, and ForeverMe makes no representation that the Avatar

reflects the real-life person.

6.1. User Warranty and Indemnification (Protection Clause)

The User/Account Manager must certify via a clear, unambiguous checkbox and warrant to ForeverMe that:

- They are the next-of-kin, executor, or authorized legal representative of the deceased Subject.
- They hold the necessary post-mortem Rights of Publicity (NIL) to the deceased's name, likeness, and voice in the relevant jurisdiction [13, 14].
- They agree to immediately defend, indemnify, and hold ForeverMe harmless against all costs, claims, liabilities, and expenses (including but not limited attorney's fees) arising from any dispute with other relatives, legal heirs, or the Subject's estate concerning the use of the deceased Subject's likeness or data; and
- ForeverMe does not verify the User's claimed relationship to the deceased Subject, executor status, or legal authority. The User bears sole responsibility for ensuring that all required permissions and Rights of Publicity have been lawfully obtained.

6.2. Liability for Input Data

ForeverMe assumes no liability for any Source Data provided by the User/Account Manager that is later found to violate the intellectual property or publicity rights of the Subject, the Subject's estate, or any other third party.

7.0. Succession and Transfer of Access

7.1. Designation of Heir (Digital Fiduciary)

The Subject (if alive) or the Account Manager must designate at least one Digital Asset Heir (or Digital Fiduciary) via the App's dedicated settings [15, 16]. This designation acts as a

specific direction pursuant to the Revised Uniform Fiduciary Access to Digital Assets Act (RUFADAA) and overrides general privacy default settings [17].

For avoidance of doubt, any requirement to designate a Digital Asset Heir or Digital Fiduciary applies only where this functionality is made available in the Application or through another ForeverMe-approved account management process. If the feature is not yet available, the User may continue using the Service without designating a Digital Asset Heir until such functionality becomes available.

7.2. Verification of Death and Transfer

Access transfer to the designated Heir is contingent upon the User providing ForeverMe, upon first request, with a valid Death Certificate or other court-verified documentation establishing the Subject's death, as well as all information and documents necessary to verify the identity of the designated Heir.

The User is solely responsible for obtaining, maintaining, and supplying all such documentation, and ForeverMe has no obligation to assist in collecting or confirming its authenticity.

ForeverMe shall bear no responsibility or liability for any delays, failures, disputes, or consequences arising from the User's inability or refusal to provide the required documentation, including but not limited to any disputes among family members, heirs, executors, or third parties.

Upon successful verification of the submitted documentation, ForeverMe may grant the designated Heir the right to manage or delete the Digital Avatar in accordance with the terms herein.

8.0. Right to Withdrawal and Deletion

8.1. Right to Full Deletion

The Subject (if alive) or the designated Account Manager/Heir has the right to request the full and permanent deletion of the interactive Digital Avatar and all associated Source Data from

ForeverMe's user-facing systems at any time.

8.2. Retention for Model Training

Upon deletion of an account or Avatar, ForeverMe will permanently delete all Source Data from its user-facing systems and hosting infrastructure, except where limited retention is required for security, fraud prevention, or legal compliance. ForeverMe does not retain, store, or reuse User data for model training, derivative model parameters, or AI system development.

III. PRIVACY POLICY & DATA PROTECTION

9.0. Data Collected and Use

9.1. Data Collected

- **Personally Identifiable Information (PII):** Including but not limited to Name, email, billing address, and transaction data collected directly by Third-Party Payment Processors (e.g. Apple for App Store purchases, Stripe, Lemon Squeezy, Paddle, 2Checkout etc).
- **Sensitive Data:** Including but not limited to text, voice recordings, life stories, photographs, videos, resulting AI model voiceprints, and generated dialogue/model parameters [19].
- **Technical Data:** Including but not limited to IP address, device information, usage data, and geolocation collected by Amazon (for hosting) and other SDKs.

9.2. Use of Data

All collected data is used exclusively for: (a) providing, maintaining, and improving the ForeverMe Service; (b) performing internal analytics necessary to operate and maintain the Service, which do not train or modify any AI model; and (c) executing the Digital Succession plan upon verified death or incapacitation of the Subject.

10.0. Data Sharing and Third-Party Integration (Double Informed Consent)

10.1. Third-Party Processing

ForeverMe uses OpenAI and ElevenLabs solely as technical processors for real-time generation of text and audio outputs. Source Data may be transmitted to these providers only as part of the User's active session and only for the purpose of generating conversational or voice responses. ForeverMe does not authorize OpenAI or ElevenLabs to store, retain, or train machine-learning models on User data. ForeverMe does not control or monitor the internal retention policies of these providers and does not represent or warrant the geographic location of their servers.

10.2 Required FTC AI Transparency

The User is notified that:

- (a) interactions with the Digital Avatar involve AI-based processing performed by OpenAI and ElevenLabs;
- (b) certain prompts and audio segments may be transmitted to these providers at the moment of the User's request;
- (c) ForeverMe plans to transition to a closed internal model in the future, after which third-party data transmission will no longer occur.

ForeverMe does not sell or share Personal Information as those terms are defined under the California Consumer Privacy Act (CCPA/CPRA).

10.2(bis). Third-Party Policy Changes Disclaimer ForeverMe does not control and is not responsible for the internal policies, data handling practices, retention rules, model training decisions, or future policy changes of third-party technology providers, including but not limited to OpenAI and ElevenLabs. The User understands and agrees that third-party providers may update, modify, or change their data processing practices at any time, and such changes may affect the handling of prompts, audio, text, or other data transmitted during the operation of the Service. ForeverMe shall bear no liability for any actions,

omissions, data storage practices, model training policies, or policy changes made by third-party AI providers, nor for any consequences arising from such changes.

10.3. Data Security

The Company employs industry-standard security measures, including encryption, to protect data stored on Amazon AWS (or other secure hosting services) from unauthorized access, loss, or disclosure.

10.4. No Clinical or Therapeutic Use

The Service is not intended for diagnosis, treatment, mitigation, or prevention of any disease or mental-health condition. ForeverMe does not monitor, evaluate, or assume responsibility for the mental-health status or medical needs of any User. Any reliance on the Avatar's statements is solely at the User's own risk.

11.0. U.S. Privacy Compliance (CCPA and COPPA)

11.1. California Consumer Privacy Act (CCPA)

ForeverMe complies with the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) as applicable to Users who are California residents. ForeverMe does not sell or share Personal Information, as defined under CCPA/CPRA, and does not use User data for targeted advertising.

California Users have the following rights:

- (a) Right to Know: to request disclosure of categories and specific pieces of Personal Information collected;
- (b) Right to Delete: to request deletion of Personal Information, subject to statutory exceptions;
- (c) Right to Correct inaccurate Personal Information;
- (d) Right to Opt-Out of any sale or sharing of Personal Information (not applicable because

ForeverMe does not sell/share data);

(e) Right to Non-Discrimination for exercising privacy rights.

Information related to deceased individuals is not treated as Personal Information under CCPA/CPRA; however, all PII of living Users is fully protected pursuant to this section.

11.2. COPPA Compliance (Children's Data)

The ForeverMe Service is not directed to children under 13 years of age. ForeverMe does not knowingly collect, store, process, or permit the upload of any Personal Information, voice recordings, or images belonging to any living child under 13.

If ForeverMe becomes aware that an account contains data relating to a child under 13, ForeverMe will immediately terminate the account and permanently delete all associated data in compliance with the Children's Online Privacy Protection Act (COPPA).

Users are strictly prohibited from uploading any likeness, photos, recordings, or personal information of a living child under 13. The User assumes full legal responsibility for any violation of this requirement.

11.3. Illinois Biometric Information Privacy Act (BIPA) Compliance

If the User resides in Illinois or accesses the Service from Illinois, ForeverMe may collect, process, and store biometric identifiers or biometric information, including facial images, voice recordings, and derived voiceprints, solely for the purpose of generating and operating the User's Digital Avatar.

ForeverMe will not sell, lease, trade, or otherwise profit from biometric data. ForeverMe will not disclose such data to third parties except as required to operate the Service (e.g., to OpenAI or ElevenLabs as technical processors) or as required by law.

ForeverMe retains biometric data only for as long as necessary to provide the Service and permanently deletes it upon account deletion or inactivity, consistent with Section 8.

The User provides written consent for the collection and use of biometric data by affirmatively accepting these Terms.

ForeverMe assumes no liability for any User's failure to obtain rights or permissions from third

parties whose biometric data is uploaded to the Service.

IV. LIABILITY, DISPUTE RESOLUTION, AND ENFORCEMENT

12.0. Limitation of Liability and Indemnification

12.1. Disclaimer of Warranties

The Service and the Digital Avatar are provided "AS IS" and "AS AVAILABLE" without any warranties, express or implied. ForeverMe expressly disclaims all warranties, including but not limited to the continuous availability, accuracy, or specific emotional impact of the Digital Avatar [25].

ForeverMe disclaims all liability arising from any User's interpretation of AI-generated statements as medical, psychological, therapeutic, legal, or professional advice. The Service is not designed or authorized for clinical or crisis-related use.

Supplement – Third-Party AI Provider Disclaimer

ForeverMe disclaims all responsibility and liability for any use, retention, storage, or processing of data performed by third-party providers such as OpenAI or ElevenLabs. ForeverMe does not guarantee that third-party providers will not change their terms, privacy practices, or data usage policies in the future.

12.2. Limitation of Liability (Delaware Standard)

ForeverMe shall not be liable for any indirect, incidental, consequential, special, exemplary, or

punitive damages, including but not limited to damages for emotional distress, moral harm, or lost profits, arising from the use of the Avatar or the Service [26].

The maximum total aggregate liability of ForeverMe to the User for any claims whatsoever shall be strictly capped at the lesser of (a) One Hundred U.S. Dollars (\$100.00 USD) or (b) the total fees paid by the User for the Service during the six (6) months immediately preceding the event giving rise to the liability [26]. This limitation is enforceable unless liability arises from ForeverMe's fraud or willful misconduct [27].

12.3. User Indemnification

The User agrees to defend, indemnify, and hold ForeverMe and its affiliates, directors, officers, and employees harmless against all claims, losses, damages, liabilities, and expenses arising from: (a) the User's breach of this Agreement; (b) any breach of the User's warranty regarding the Right of Publicity (RoP) or the Capacity of the Subject; and (c) any claim related to the unauthorized submission of a third party's data, particularly that of a child under 13 (COPPA risk) or a competing claim from the Subject's legal heirs.

13.0. Dispute Resolution and Mandatory Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof shall be settled by final and binding arbitration administered in the State of Delaware. By accepting this Agreement, the User expressly **waives their right to a trial by jury** and agrees that all disputes must be brought solely in their individual capacity, not as a plaintiff or class member in any purported class or representative proceeding [3, 2].

V. COOKIE POLICY (Summary)

ForeverMe uses cookies and similar tracking technologies to operate and improve the Service, including: (a) strictly necessary cookies for security and site function; (b) performance cookies for analytics (e.g., usage patterns, page loads via Amazon/other SDKs); and (c) advertising cookies (if applicable, only after opt-in consent). By using the Service, the User consents to the placement of cookies on their device in accordance with this Policy. Users

may manage their cookie preferences via their browser settings.

VI. Apple-Specific Terms

This Agreement is concluded between the User and ForeverMe Inc., and not with Apple. ForeverMe, not Apple, is solely responsible for the Application and its content.

The license granted to the User is limited to a non-transferable license to use the Application on Apple-branded products that the User owns or controls, and as permitted by the Apple Media Services Terms and Conditions, including applicable Usage Rules, Family Sharing, and volume purchasing rules where applicable.

Apple has no obligation to provide maintenance or support services for the Application.

To the maximum extent permitted by applicable law, Apple has no warranty obligation with respect to the Application.

Apple is not responsible for addressing any claims by the User or any third party relating to the Application, including product liability claims, legal or regulatory claims, or claims that the Application fails to conform to applicable legal requirements.

Apple is not responsible for any third-party intellectual property infringement claims relating to the Application or the User's possession and use of the Application.

The User represents and warrants that they are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that they are not listed on any U.S. Government list of prohibited or restricted parties.

Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and may enforce the Apple-specific terms against the User.

Developer Contact Information

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