

Endearing Terms of Service

Last Updated: August 13, 2025

These Endearing Terms of Service (the “**Agreement**” or “**Terms**”) sets forth the terms and conditions between Friends for Humanity, Inc. dba Endearing AI (“**Endearing**”, “**our**”, “**us**” or “**we**”) and the user (“**You**”) when you use our web-based or mobile application (“**Platform**”) and receiving any content, tools, features, and functionality offered on or through them (collectively, “**Services**”). Endearing and You may be referred to herein collectively as the “Parties” or individually as a “Party.” By accessing or using the Services, you’re agreeing to these Terms and our [Privacy Policy](#).

Please Read These Terms Carefully. These Terms include information about future changes to these Terms, automatic renewals, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO SUCH TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Services

Endearing Services are powered, to certain extent, by third party artificial intelligence systems and certain large language models (“**AI**”). As such, our Services are subject to change based on how those third parties may modify, upgrade, or, in some cases, limit or reduce functionality their underlying technology. You agree to these changes and can opt-out by terminating your account.

You must provide accurate and complete information to register for an account to use our Services. 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 Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

2. Content

Endearing Services work when you upload data, text, audio, video, images, online sources, and any other media (“**Input**”) to interact with the AI companion that you have created. As part of the Services, the AI companion will use the Input to provide responses to a user’s prompts (“**Output**”) (collectively, the “**Content**”).

Artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts.

When you use our Services, you understand and agree:

- Output may not always be accurate. You should not rely on Output from our Services as a sole source of truth or factual information, or as a substitute for professional advice.
- You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output from the Services.
- You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- Our Services may provide incomplete, incorrect, or offensive Output that does not represent our views. If Output references any third-party products or services, it does not mean the third party endorses or is affiliated with Endearing.

3. Fees

You agree to pay Endearing all applicable fees for using the Platform per the pricing and payment terms presented to you. We may use third-party payment processors to bill you through a payment account linked to your account. The processing of your payments will be subject to the applicable payment processor's terms, conditions, and privacy policies. In addition to these Terms, you will also be responsible for all transaction fees relating to using such payment processors. All sales are final, and Endearing does not provide refunds.

4. Restrictions

You agree not to submit any content that:

- infringes any intellectual property or other proprietary rights of any party;
- you do not have a legal right to submit;
- contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- poses a privacy or security risk to any person;
- constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
- is threatening, abusive, harassing, tortious, or bullying;
- is excessively violent or depicts realistic serious violence against a person or animal in graphic detail;
- is defamatory, libelous, or verifiably false with the purpose of harming others;
- constitutes hate speech that demeans or promotes discrimination or violence on the basis of race, ethnicity, gender, religion, age, or other social, physical or mental characteristics;
- is obscene or pornographic;
- constitutes sexual harassment or sexual exploitation or abuse of a minor, including sharing child sexual exploitation or abuse imagery or content, grooming, or sexual extortion;
- glorifies or provides instructions for self-harm, including self-injury, suicide, or eating disorders, including extreme fitness and/or body shaming content;
- promotes terrorism or violent extremism;
- furthers or promotes criminal activity;
- seeks to buy or sell illegal drugs;
- facilitates fully automated decision making that adversely impacts a person’s legal rights or creates a binding, enforceable obligation;
- seeks to provide medical, legal, financial or tax advice;
- interferes with or disrupts the Services or servers or networks connected to the Services,
- interferes with or appropriates any person’s right of publicity by using their name, likeness or persona (a) without permission and (b) outside a permissible context such as non-commercial parody or public commentary; or
- in the sole judgment of Endearing, is objectionable or that restricts or inhibits any other person from using or enjoying the Services, or which may expose Endearing or its users to any harm or liability.

You likewise agree not to do any of the following in connection with your use of the Services:

- disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- violate any applicable law or regulation;
- impersonate any person or entity, or misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- obtain or attempt to obtain any information through any means not intentionally made available or provided for through the Services;
- lease, lend, sell or sublicense any part of the Services;
- try to evade any technological measure designed to protect the Services or any technology associated with the Services; or
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services source code, in whole or in part (unless a portion of code within the Services is released as open source and the open-source license governing such code expressly permits reverse engineering, copying or other modification).

To the extent Endearing chooses to support voice, audio, or video features, you agree not to do any of the following in connection with your use of the Services:

- submit recordings of real people (including but not limited to celebrities) without their consent;
- use any Platform feature to create or engage in “deepfakes” or impersonation of any real person, including but not limited to those that create political misinformation, perpetrate frauds or scams, impugn the reputation of third parties, or otherwise amount to harmful conduct; or
- submit recordings that violate any of the “User Conduct” rules set out above.

We reserve the right to moderate any content on the Platform, including, without limitation, investigate and take appropriate action against anyone who we conclude, in our sole discretion, has violated the provisions above. That action may include, without limitation, restricting the visibility of content, suspending or removing content from the Services, suspending or terminating your account, and reporting you to law enforcement.

We use automated and manual measures to help identify activities that may be illegal (such as terrorism content and child sexual exploitation and abuse content), non-compliant and/or fail to comply with these Terms.

5. Apple App Store & Google Play Store Legal Information

These Terms apply to your use of all the Services, including the iPhone application available via the Apple, Inc. (“**Apple**”) App Store (the “**Applications**”), and the Android application available via the Google, Inc. (“**Google**”) Play Store (the “**Applications**”), but the following additional terms also apply to the Applications:

- The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple or Google of such failure; upon notification, Apple and Google’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that Endearing, and not Apple or Google, is responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Endearing, and not Apple or Google, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and Endearing acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of the agreement which may affect or be affected by such use; and

- Both you and Endearing acknowledge and agree that Apple and Apple's subsidiaries and Google and Google's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.
- Endearing and you acknowledge and agree that Google and Apple, and their subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software and Google-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms, each of Google and Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to such software as a third party beneficiary thereof.

6. Intellectual Property Rights.

Endearing retains all right, title and interest in and to the Services, Output, and any and all intellectual property related thereto, including the underlying infrastructures, systems, algorithms, source code, datasets, and any modifications, changes, or derivative works based on or related to any of the foregoing except for the limited license granted to you to access and use the Services hereunder.

You retain all right, title and interest in and to the Input, except that you grant Endearing a nonexclusive, worldwide, royalty-free, sublicensable license to use, copy, reproduce, distribute, display, modify, commercialize, train from and make derivative works of Input for the purpose of providing the Services and Output to you and perform under this Agreement.

If any content, including the Output, created through the Services is deemed a digital replica under California Assembly Bill 2602, you hereby grant Endearing a limited, non-exclusive license to create and use such digital replica solely for the purpose of providing such content as requested by you and performing under this Agreement.

Subject to your full compliance with all terms and conditions of this Agreement, Endearing hereby grants you a revocable, non-exclusive, non-transferable license to access and use the Services. Endearing may in its sole discretion modify, enhance or otherwise change the Services.

Except as expressly set forth herein, Endearing alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Platform or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you

or any third party relating to the Service and/or the Platform, which are hereby assigned to Endearing.

If we receive a complaint that your Output infringes on a third party's copyright, we must respond per the U.S. Digital Millennium Copyright Act (“**DMCA**”). If you believe your work has been exploited in a way that constitutes copyright infringement, you may notify us as described below with the subject line header “DMCA Takedown Request”. All notices must strictly comply with the DMCA.

7. Termination

You agree that Endearing, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Endearing believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Endearing may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be affected without prior notice and acknowledge and agree that Endearing may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Endearing will not be liable to you or any third party for any termination of your access to the Service.

8. Disclaimers & Limitations of Liability

8.1. No Warranties

EXCEPT THOSE WARRANTIES EXPRESSLY PROVIDED IN THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, OUTPUT, SERVICES AND ANY RELATED INFORMATION THEREIN ARE PROVIDED “**AS IS**” AND ENDEARING DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA LOSS, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING THE AVAILABILITY, RELIABILITY, OR ACCURACY OF THE PLATFORM. ENDEARING DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR

DOES IT MAKE ANY WARRANTY AS TO THE RESULTS OR PROFITS THAT MAY BE OBTAINED THROUGH THE PLATFORM.

8.2. Exclusion of Certain Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT (A) YOU ASSUME FULL LIABILITY FOR ANY LOSSES THAT RESULT FROM YOUR USE OF THE SERVICES AND ANY CONTENT YOU CREATE; AND (B) ENDEARING AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE CONTENT, THE OUTPUT, THE INPUT, AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ENDEARING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR THE AVOIDANCE OF DOUBT, IN NO INSTANCE WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY LOSSES OR DAMAGES YOU SUFFER IF YOU USE THE PLATFORM IN VIOLATION OF THESE TERMS, REGARDLESS OF WHETHER WE TERMINATE OR SUSPEND YOUR ACCOUNT DUE TO SUCH VIOLATION.

ENDEARING IS A PROVIDER OF THE PLATFORM AND THE SERVICES WHICH ARE DESIGNED FOR ENTERTAINMENT PURPOSES ONLY. ENDEARING IS NOT A HEALTHCARE OR MEDICAL DEVICE PROVIDER, NOR SHOULD OUR SERVICES BE CONSIDERED MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL SERVICES. ONLY YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDERS CAN DO THAT. ENDEARING MAKES NO CLAIMS, REPRESENTATIONS OR GUARANTEES THAT THE SERVICES PROVIDE A THERAPEUTIC BENEFIT.

USE OF THE SERVICES IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, CALL 911 OR GO TO THE NEAREST OPEN CLINIC OR EMERGENCY ROOM. IF YOU FEEL THAT YOU ARE A DANGER TO YOURSELF OR OTHERS, YOU MUST DISCONTINUE USE OF THE SERVICES IMMEDIATELY, CALL 911 OR NOTIFY APPROPRIATE POLICE OR EMERGENCY MEDICAL PERSONNEL.

8.3. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN ANY CALENDAR MONTH, THE AGGREGATE TOTAL LIABILITY OF EACH OF ENDEARING AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM AND THESE TERMS WILL NOT EXCEED THE GREATER OF EITHER (1) THE AMOUNT YOU PAID TO ENDEARING FOR YOUR USE OF THE PLATFORM THE PRECEDING MONTH, OR (2) TWO HUNDRED (\$200) U.S. DOLLARS.

8.4. Consumers.

We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

9. Indemnification

9.1. General.

You agree that you are solely and exclusively responsible for your Content. To the fullest extent permitted by law, you will indemnify and hold harmless Endearing and its affiliates from all liabilities, damages, and costs (including settlement costs and attorneys' fees and expenses) arising out of a third-party claim regarding or in connection with (a) your Inputs; (b) your breach of these Terms or any other policies incorporated herein; (c) violation of applicable law by you or your Input; (d) any misrepresentations by you; (e) a dispute between you and others, including but not limited to alleged or actual violation of Laws, or your breach of these Terms; or (f) a third party claim alleging that any of your Input infringes or misappropriates that third party's intellectual property rights.

9.2. Process

We will (a) take commercially reasonable efforts to give you prompt written notice of the claim; (b) permit you to control the defense and settlement of the claim; and (c) reasonably cooperate with you in the defense and settlement of the claim. You may not agree to any settlement of any claim that requires our commitment without our written consent.

10. Resolving Disputes; Arbitration Agreement; Governing Law

10.1. Resolving Disputes

If you have a concern, we want the opportunity to address it without needing a formal legal case. Before filing a claim against Endearing, you agree to try to resolve the dispute informally by

contacting legal@endearing.ai. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within thirty (30) days of the date we receive your initial email, you or Endearing may bring a formal proceeding.

10.2. Judicial Forum for Disputes

You and Endearing agree that any judicial proceeding to resolve claims relating to these Terms or the Platform will be brought in the Federal or state courts in San Francisco, California, subject to the mandatory arbitration provisions below. Both you and Endearing consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, a member state of the European Union) with laws that give consumers the right to bring disputes in their local courts, this paragraph does not affect those requirements.

10.3. Mandatory Arbitration Provisions

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and Endearing agree to resolve any claims relating to these Terms or the Platform through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising from or relating to the interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.

Opt-out of Agreement to Arbitrate. You may decline these arbitration terms with respect to these Terms within thirty (30) days of first registering your Account by contacting us at legal@endearing.ai.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county in San Francisco County, California. The AAA rules will govern payment of all arbitration fees. The AAA Rules and Forms are available online at www.adr.org, or by calling the AAA at 1-800-778-7879.

Exceptions to Agreement to Arbitrate. Either you or Endearing may assert claims, if they qualify, in small claims court in San Francisco, California, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Platform or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the

informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in San Francisco, California to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us individually. You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then this "Mandatory Arbitration Provisions" section will be deemed void.

13. Miscellaneous Terms

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent. Endearing may transfer and assign any of its rights and obligations under this Agreement with written notice to you. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Endearing in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. This Agreement will be governed by the laws of the State of California, without regard to its conflict of law provisions. The Federal and state courts sitting in San Francisco, California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph does not override those laws.

14. Contact Us

You may contact us by email at support@endering.ai or by mail at 2261 Market Street, #85101, San Francisco, CA 94114, United States.