

Prior Terms of Service

Last Updated: 2024

I. Welcome to Elai!

These terms and conditions outline the rules and regulations for the use of Elai Inc. Website, located at <https://app.elai.io/> (here and after – “ELAI”).

By accessing this website we assume you accept these terms and conditions. Do not continue to use ELAI if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: “Client”, “You” and “Your” refer to you, the person logged on to the website and compliant to the Company’s terms and conditions. “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to our Company. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client’s needs in respect of the provision of the Company’s stated services, in accordance with and subject to, prevailing law. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

2. Cookies

We employ the use of cookies. By accessing ELAI, you agree to use cookies in agreement with ELAI’s Privacy Policy.

Most interactive websites use cookies to let us retrieve the user’s details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

3. License

Unless otherwise stated, ELAI does not own the intellectual property rights for all material uploaded by any user to the application.

You must not:

- Republish material of any other user of Elai without his or her permission.
- Sell, rent, or sub-license material of any other user of Elai without his or her permission.

- Reproduce, duplicate or copy the material of any other user of Elai without his or her permission.
- Redistribute, copy, duplicate or sell content from ELAI landing page: <https://elai.io/>

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website.

4. Code of conduct

4.1. Section A:

- Illegal activity. Do not use the ELAI for any illegal activity. You are not allowed to use our ELAI to engage in any kind of conduct that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Ukraine or other countries).
- Code violations. Do not use the ELAI to transmit, distribute, send, etc. viruses, worms, or any other code that may be deemed dangerous, harmful, or destructive in any manner.
- Spam. Do not use ELAI to engage in any activities that will result in sending spam to anyone on ELAI and/or its users.
- Exploitation. Do not use ELAI trying to gather personal information on anyone, outside of the limited permissible uses for offering your Content.
- Data Mining or Bots. Do not use any data mining, robots, or similar data gathering or extraction methods; and do not use ELAI or any content contained on ELAI for any purposes other than intended

4.2. Section B:

- 1. If you violate this Code of Conduct we reserve the right to remove you and any of your Content from ELAI.

5. Content Liability

We shall not be held responsible for any content that appears on your Website. The company bears no responsibility for the use of created video, you must quote the sources appropriately. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

6. Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

7. Removal of Links From Our Site

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

8. Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

9. Prohibited Use Policy

You agree not to violate the Service, Elai.io's Content, or Your Content in any way. Any use, access, or interference with the Service, Elai.io's Content, or Your Content that violates these Terms, any other specific agreement between You and Elai, and relevant laws and regulations is considered a misuse. You should not use the Service, Elai Content, or Your Content in the following ways:

- In any way that is obscene, defamatory, immoral, insulting, threatening, fraudulent, bullying, discriminating, or damaging to others, or in any way that is obscene, defamatory, immoral, insulting, threatening, fraudulent, bullying, discriminating, or detrimental to others;
- To imitate/impersonate or seek to imitate a specific person;
- To violate any applicable national or international law or regulation;
- To produce adult entertainment content and/or other sexual materials;
- To produce any content that describes, promotes, or encourages drug abuse and addiction;
- To produce any content that is personal and implies that the Elai Stock Avatars have personal opinions;
- To engage in any other conduct that, as determined by Elai.io, may harm or offend Elai.io or other users of the Service or expose them to liability, interfere with the Service's security features, and restrict or inhibit anyone's use or enjoyment of the Service, as reasonably determined by Elai.io.
- For the aim of exploiting, hurting, or attempting to exploit or injure children in any way, including by exposing them to improper content.
- All of the content is moderated and could be declined because of the reasons described above.

Please be advised that the production of content involving children and minors (under 13) is strictly prohibited, and any such use will result in the immediate termination of the user's account, in compliance with applicable laws and regulations pertaining to the protection of minors.

The Elai Prohibited Use Policy covers the video creation process that includes the [Elai Stock Avatars](#). You may [request a Custom Avatar](#) if you would like to:

- Produce any content that is personal or expresses personal opinions and beliefs;
- Produce any content that is religious and/or encourages to join any religion.

Please note that Elai.io is a company of Ukrainian origin, and any content that is of Russian propaganda nature, and involves degrading Ukraine and its people, will be banned, and the creator's account will be deleted.

10. Religious Content Policy

At Elai Inc. we understand the importance of religion and belief systems to many of our users and accept the creation of content that reflects these values. However, to maintain a respectful and

inclusive environment, this policy outlines guidelines for creating and distributing religious content on our platform.

1. Respect for All Belief Systems.

Elai acknowledges and respects all religious and belief systems. Users are free to create content that explores different religions, spiritual practices, or personal beliefs, provided that such content aligns with the values of respect and inclusivity.

2. Prohibited Content.

The following types of content related to religion are strictly prohibited:

- Content that spreads hatred, violence, or hostility toward any individual or group based on religion.
- Any content that demeans, marginalizes or disrespects a religion or belief system.

11. Fraud Policy

Please note that Elai.io team keeps the right to block and delete the user's accounts with or without an explanation due to the user's fraud activities. Fraud activity could involve abusing the system by creating multiple accounts with fake credentials, using fake credit cards, use of one card in multiple accounts etc.

12. Refunds

If you make a Purchase on the Platform as a Customer, you have the right to request a refund of the made Purchase price at any time within fifteen (15) days of the original date of purchase without providing a reason. We reserve the right to only issue a pro-rated refund which reflects the amount of time you have used the Purchase before claiming a refund.

To request a refund (or a partial refund), please contact us at support@elai.io. We will issue the refund as soon as possible to the same payment method used for the original Purchase.

Please note that refunds do not apply to customers who purchased a voice cloning or custom avatars of any kind.

13. Files Storage

According to Elai.io policy, we can store customer files, which include uploaded media, generated videos, and database information. However, the duration of storage depends on your subscription status.

For trial users, we keep the data for three months from the time of the last service usage. For users who were subscribed but canceled their subscriptions, we store the data for one year from the date of cancellation.

We do not delete any data for paid subscribers.

If the user wishes to completely remove their account and associated data, they can do so through the account admin profile page in the app: <https://app.elai.io/profile>. Upon doing so, all of the user's data, including uploaded media, generated videos, database information, and video drafts, will be permanently deleted.

14. Roll Over Unused Minutes

Please note that any unused minutes will expire at the end of the billing cycle and cannot be carried forward to the next month. To continue using our services, you will need to upgrade your subscription. Additionally, no refund will be issued for unused minutes.