

# ForeverFrom - Terms of Use

Effective Date: **December 9<sup>th</sup>, 2025**

These Terms of Use ("Terms") govern your access to and use of our services, software, websites, applications, APIs, and other offerings (collectively, the "Services"). By registering for or using our Services, you agree to be bound by these Terms. If you use the Services on behalf of an entity, you represent that you have the authority to bind that entity.

Your use is also governed by our Privacy Policy, which describes how we collect, use, share, and protect your data, including our practices around personalized advertising. While the Privacy Policy is separate, it is integral, and you should read it carefully.

## **1. Eligibility, Registration & Accounts**

You must be at least 18 years old (or the age of majority in your jurisdiction) to create an account or use the Services.

Voice cloning and all biometric features are only available to users 18 and older.

We require all users to confirm they are 18+ during sign-up and we reserve the right to request government-issued ID to verify age if we have reason to believe a user is underage. Accounts found to be operated by minors will be terminated and all data (including biometric data) will be permanently deleted in accordance with our Privacy Policy and Biometric Data Retention & Destruction Policy.

**Registration & Account Information.** To access certain features, you must register for an account and provide accurate, current, and complete information. You are responsible for maintaining confidentiality of your login credentials and for all activities under your account. You must notify us promptly of any breach or unauthorized access.

**Authority for Entities.** If you are using the Services on behalf of a company, trust, family unit, or other entity, you represent and warrant that you have authority to bind that entity and that all obligations hereunder apply to that entity.

**Software Updates & Automatic Updates.** From time to time, we may push software updates, improvements, patches, or upgrades to your client applications or interfaces. By using the Services, you consent to such updates.

## **2. Permitted Use & Restrictions**

**Permitted Use.** Subject to your compliance with these Terms, you may access and use the Services (including submitting your data such as memories, voice, biometric data, photos, videos, social integrations, and related inputs) to generate, share, maintain, and interact with your digital legacy.

Your biometric data, including voiceprints and derived voice models, is processed solely as described in our Biometric Notice and retained according to our Biometric Data Retention & Destruction Policy.

ForeverFrom does not use memory content, biometric data, voice recordings, health-related information, or other sensitive personal information for advertising or cross-context behavioral targeting without your explicit, separate, opt-in consent. Any optional future advertising programs will require a separate affirmative agreement, which you may decline without affecting your access to the core Services.

**Usage Policy / Prohibited Conduct.** You may not use the Services to:

- Violate applicable law, regulation, or third-party rights (privacy, publicity, intellectual property, etc.).
- Submit data or content that you do not have rights or consents to provide (e.g. someone else's voice or biometric data, even if you believe you have their authorization).
- Reverse engineer, decompile, or derive the source code, underlying models, or algorithms, except as permitted by applicable law.
- Scrape, extract, or harvest data (except as expressly permitted) or circumvent rate limits, quotas, or safety mechanisms.
- Use AI Outputs to build or train directly competing models or products, unless expressly allowed.
- Misrepresent AI-generated content as wholly human-generated when it is not.
- Create or disseminate harmful, harassing, defamatory, deceptive, or illegal content.

- Create, upload, or attempt to generate a voice clone of any person other than yourself. You may only create a Voice Clone using your own voice, and any cloning, impersonation, or simulation of another individual's voice is strictly prohibited. Unauthorized voice cloning of another person is strictly prohibited. Violations may result in account suspension, permanent termination, reporting to authorities where legally required, and cooperation with affected individuals or legal processes.
- Analyze or infer sensitive personal attributes (e.g. race, religion, sexual orientation, health) from biometric inputs in a profiling or surveillance context.
- Use the Services in any way that would degrade or harm the integrity of the platform or other users.

We may change or refine our permitted use / usage policy ("Usage Policy") over time. Material changes will be notified as set forth in Section 11.

## **2A. Biometric Data & Voice Cloning Requirements**

**Biometric Data Collection & Consent.** By creating a voice clone or providing biometric data (including voiceprints, facial recognition data, or similar identifiers), you explicitly consent to ForeverFrom's collection, storage, and use of such biometric data for the purposes described in our Privacy Policy and Biometric Data Retention & Destruction Policy (including creating and maintaining your digital legacy, improving voice synthesis, security, and legal compliance).

**Retention & Destruction.** We will retain your biometric data for the duration of your active account until you request deletion, withdraw consent, or delete your account. Upon your request for deletion or account termination, we will permanently destroy all biometric data within sixty (60) days, subject to backup retention policies and legal obligations.

**Voice Cloning Authorization.** You represent and warrant that:

- Any voice recording you provide for voice cloning is your own voice, and
- You have not uploaded, recorded, or provided audio of any other person, and
- You understand that unauthorized voice cloning of another person constitutes a material breach of these Terms.

**Third-Party Voice Cloning Technology.** ForeverFrom uses Hume AI ([www.hume.ai](https://www.hume.ai)) as our voice cloning technology provider. Hume AI provides the underlying voice synthesis technology and technical safeguards. While we enforce strong usage policies and take misuse seriously, the technical implementation is provided by Hume AI under their terms of service.

Hume AI implements technical controls at the platform level, including:

- Consent attestation requirements for voice uploads.
- Audio analysis and pattern detection.
- Rate limiting and usage monitoring.
- Compliance with their Acceptable Use Policy and Ethical Guidelines.

ForeverFrom strictly prohibits cloning or imitating anyone else's voice.

We protect users through the following measures:

- Clear, enforceable policy bans on unauthorized voice cloning and impersonation.
- A dedicated reporting channel ([abuse@foreverfrom.com](mailto:abuse@foreverfrom.com)) for anyone who believes their voice has been misused.
- Prompt account suspension or termination when we receive credible evidence of a violation.
- Full cooperation with law enforcement in cases of fraud, harassment, or identity theft.

We do not use real-time automated voice-comparison monitoring. Violations are investigated only after a report is received or we otherwise become aware of potential misuse.

**User Acknowledgment Regarding Technical Limitations.** You understand and acknowledge that:

- ForeverFrom acts as a platform facilitating access to Hume AI's voice cloning technology
- The underlying technical safeguards (voice authentication, pattern detection, anomaly detection) are provided by Hume AI
- No technical safeguard is 100% effective at preventing misuse
- Users bear primary responsibility for ensuring lawful use
- Your use of voice cloning features is subject to both ForeverFrom's Terms and Hume AI's Terms of Use, Privacy Policy, and Ethical Guidelines

- Violations may result in loss of access to both ForeverFrom's Services and Hume AI's services

**AI Processing and Memory Intelligence Services.** ForeverFrom uses OpenAI ([www.openai.com](https://www.openai.com)) for memory processing and AI-powered conversational features.

What OpenAI Processes:

- Your memory content is transmitted to OpenAI's API for natural language processing.
- Metadata extraction (identifying people, places, emotions, events, time periods from your memories).
- Memory organization (intelligently splitting and categorizing multi-part memory inputs).
- Conversational AI (generating responses and follow-up questions from your digital twin).

OpenAI's Data Practices:

- OpenAI processes your data under their API Terms of Service
- OpenAI's current API Data Usage Policy states that API inputs are not used to train their models. However, your memory content does pass through OpenAI's infrastructure for processing and is subject to OpenAI's security practices and data retention policies. ForeverFrom cannot control or guarantee OpenAI's future data practices and will notify you of material changes to their policies that affect your data.

User Acknowledgment Regarding AI Processing: You understand and acknowledge that:

- ForeverFrom transmits your memory content to OpenAI's API for processing.
- While OpenAI's current policy states that API data is not used for model training, your data passes through their infrastructure.
- You agree to comply with both ForeverFrom's Terms and OpenAI's Acceptable Use Policy.
- Processing of your memories may involve multiple API calls across different AI services.
- ForeverFrom acts as a platform coordinating these AI services but does not control OpenAI's underlying infrastructure

Third-Party AI Service Limitations: ForeverFrom's obligation regarding AI processing is limited to:

- Selecting reputable AI service providers with strong data protection commitments.
- Enforcing our usage policies and investigating misuse that we become aware of.
- Promptly addressing reported issues or concerns.
- Being transparent about which AI services process your data.
- We do not warrant or guarantee the effectiveness, accuracy, or security of third-party AI services (OpenAI, Hume AI, or others). Each provider operates under their own terms and limitations.

### **3. Input, Output, Ownership & Use of Content**

#### **Definitions.**

- "Input" means the data, memories, voice, biometric data, photos, video, social integrations, or other materials you submit.
- "Output" means content generated by the Services in response to your Input.
- "Content" means collectively both Input and Output.

**Your Rights in Input.** You retain all rights, title, and interest in your Input. You represent and warrant that you have all rights, permissions, and consents for all Input you provide and that such Input does not violate any law or third-party right.

**Your Rights in Output.** To the extent permitted by applicable law, ForeverFrom assigns to you all right, title, and interest in the Output generated for you, so long as you comply with these Terms.

**Reliance on Outputs and Actions.** Artificial intelligence and large language models are evolving technologies and remain subject to limitations in accuracy, reliability, and safety. By using our Services, you acknowledge and agree that:

- Outputs may be inaccurate, incomplete, or misleading—even when they appear detailed or precise.
- Actions may not function as intended and may contain errors.
- You should independently verify the accuracy and appropriateness of any Outputs or Actions before relying on them.

- The Services, including Outputs, may not always provide correct, current, or complete information.
- Outputs may be similar to other users' Outputs because our models share architectures and training.
- Outputs may include content that does not represent the views or opinions of ForeverFrom.

**Use of Content to Improve Services.** We may use anonymized or aggregated Input and Output (excluding biometric identifiers unless you have given explicit consent) to provide, maintain, and improve the services, develop models, enforce policies, enhance user experiences, and ensure safety and security. Depending on your settings or subscription tier, you may be allowed to opt out of having your content used for model training.

**Content Removal & Filtering.** We reserve the right, without liability, to remove, block, or restrict access to any Content that violates these Terms, law, or third-party rights, or for safety, security, or policy compliance reasons.

#### **4. Subscriptions, Payments & Credits**

**Offering Tiers.** The Services may include free tiers, usage-limited plans, subscription plans, or pay-as-you-go models.

**Payment & Billing.** You will provide valid payment information and authorize us to charge applicable fees. We may use third party payment processors. Fees are non-refundable except as required by law or as expressly stated. If payment is declined or fails, we may suspend, downgrade, or restrict your access until resolved.

**Price Changes & Notice.** If we increase pricing for existing customers, we will provide at least thirty (30) days' prior notice so you may cancel before changes take effect.

**Promotional Credits.** We may issue credits, tokens, or promotional offers. Those are not redeemable for cash (unless required by law) and may have additional terms.

**Cancellation, Refunds & Downgrades.** You may cancel your subscription at any time in your account settings. Cancellation takes effect at the end of the current billing period. We do not provide refunds or credits for partial billing periods. If

you downgrade your plan, the downgrade will take effect at the start of the next billing cycle.

## 5. Advertising & Sponsored Content

The Services may include advertising, promotions, and sponsored content.

- **Personalized Ads.** We may deliver advertising based on your device information, usage activity, and account preferences, in accordance with our Privacy Policy.
- **Sensitive Data.** Your memories, biometric data, and health information will never be used for advertising purposes without your explicit, separate, opt-in consent.
- **Third-Party Ads.** Advertisers are responsible for their own content. ForeverFrom does not endorse or guarantee any third-party products or services.
- **Your Choices.** You may manage or opt out of personalized advertising through your account settings, device preferences, or as required by applicable law (e.g., CCPA opt-out rights).

## 6. Suspension, Termination & Account Deletion

**By You.** You may terminate your account or stop using the Services at any time.

**By Us.** We may suspend or terminate your access and delete associated data if:

- You violate these Terms,
- Your activity poses risk or harm to the platform, users, or third parties, or
- We are required by law or regulation to do so.

**Effect of Termination.** On termination or suspension, your rights under these Terms cease, but the following survive: intellectual property clauses, disclaimers, limitation of liability, indemnification, dispute resolution, and data obligations.

**Data Deletion.** If you request deletion of your account, we will delete your personal data consistent with our Privacy Policy and applicable law, except for backups or anonymized data used for aggregate or system-level purposes.

## 7. Disclaimers & Representations



- The Services are provided "as is" and "as available."
- We do not guarantee Outputs are error-free, complete, or suitable for professional reliance.
- The Services are not substitutes for legal, medical, financial, or professional advice.
- We are not responsible for third-party content, ads, integrations, or services.

## **8. Limitation of Liability**

To the maximum extent permitted by applicable law:

- ForeverFrom and its affiliates will not be liable for indirect, incidental, special, consequential, or punitive damages.
- Our total liability will not exceed the greater of: (a) the total fees you have paid in the 12 months preceding the claim, or (b) USD 100.
- Some jurisdictions do not allow exclusions of liability, so certain limitations may not apply.

This limitation of liability does not apply to:

- (a) Claims under biometric privacy laws with statutory damages provisions where such limitations are prohibited by law
- (b) Claims for gross negligence or willful misconduct
- (c) Claims that cannot be limited under applicable law

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless ForeverFrom and its affiliates, officers, directors, employees, and agents against all claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising from:

- Your Input or use of the Services,
- Your violation of these Terms or applicable law, or
- Claims that your use of Output or Services infringes third-party rights.

**Voice Cloning & Biometric Indemnification.** You specifically agree to indemnify, defend, and hold harmless ForeverFrom for any claims arising from:

- Your unauthorized cloning or use of another person's voice or biometric data.
- Any violation of biometric privacy laws (including without limitation the Illinois Biometric Information Privacy Act, Texas Capture or Use of Biometric Identifier Act, or similar state laws).
- Impersonation, fraud, or deceptive use of voice cloning technology.
- Any misrepresentation regarding your authorization to provide voice or biometric data, or
- Claims by third parties that your use of the Services infringes their rights of privacy, publicity, or identity.

Except where prohibited by applicable law, ForeverFrom is not liable for misuse of voice cloning features by users, and you expressly agree that ForeverFrom acts solely as a technology platform enabling voice preservation for legitimate legacy purposes.

**Third-Party Service Limitations.** ForeverFrom uses Hume AI for voice cloning technology and OpenAI for memory processing. You acknowledge that:

- Hume AI's and OpenAI's technical limitations apply to the Services.
- ForeverFrom is not responsible for Hume AI's or OpenAI's technical failures, security breaches, or changes to their services.
- You agree to comply with Hume AI's Terms of Use and Acceptable Use Policy, and OpenAI's Terms and Acceptable Use Policy.
- Violations of third-party provider policies may result in loss of access to related features.

ForeverFrom's obligation is limited to enforcing our usage policies and promptly addressing reported violations. We do not warrant or guarantee the effectiveness of third-party technical safeguards.

## **10. Dispute Resolution, Arbitration & Governing Law**

**Informal Resolution First.** Before filing any legal action, you agree to first contact us at [support@foreverfrom.com](mailto:support@foreverfrom.com) and attempt to resolve the dispute informally for at least thirty (30) days.

**Binding Arbitration.** Except where prohibited by law or as specified below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved through binding arbitration administered by the

American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration shall take place in New York, New York, or another location mutually agreed upon.

**Exception for Biometric Privacy Claims.** This arbitration agreement does not apply to claims arising under the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), and Washington's biometric identifiers law. Such claims may be brought in a court of competent jurisdiction.

**Arbitration Fees & Costs.** ForeverFrom will pay all AAA filing, administration, and arbitrator fees for claims under \$10,000. For claims exceeding \$10,000, fees shall be allocated per AAA rules. Each party bears its own attorneys' fees unless awarded by the arbitrator.

**Opt-Out Right.** You may opt out of this arbitration agreement by sending written notice to [legal@foreverfrom.com](mailto:legal@foreverfrom.com) within sixty (60) days of first accepting these Terms. Your notice must include your name, email address, and a clear statement that you wish to opt out of arbitration.

**Class Action Waiver.** You agree that disputes must be brought on an individual basis only, and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted. This class action waiver does not apply where prohibited by law, including for certain claims under biometric privacy laws.

**Exceptions to Arbitration.** Either party may seek injunctive or other equitable relief in court to prevent infringement or other misuse of intellectual property rights. Additionally, either party may bring claims in small claims court if the claims qualify.

**Governing Law & Venue.** These Terms and any non-arbitrated disputes shall be governed by the laws of the State of New York, without regard to conflict of law principles. Any court actions (excluding arbitration) must be brought exclusively in the state or federal courts located in New York County, New York, and you consent to personal jurisdiction and venue in such courts.

## **11. Changes to Terms, Services & Notifications**

We may update these Terms from time to time. For material changes that adversely affect your rights, we will provide notice via email or in-product notice. Continued use constitutes acceptance.

We may add, remove, or modify Services at any time.

## **12. Export Controls & Trade Compliance**

You may not use the Services from countries or territories that are subject to U.S. trade embargoes or sanctions. By using ForeverFrom, you represent that you are not located in any such jurisdiction and are not prohibited from receiving U.S. services.

## **13. Miscellaneous**

- You may not assign rights under these Terms without consent.
- If any provision is invalid, the remainder remains in effect.
- No delay or failure to enforce a right waives it.
- These Terms, together with related policies, form the entire agreement.
- Certain affiliates, licensors, and service providers may be third-party beneficiaries.

## **14. Post-Mortem Rights and Legacy Management**

**Digital Will & Legacy Settings.** Your post-mortem settings and preferences (collectively, your "Digital Will") express your wishes regarding your account and digital legacy after death. ForeverFrom will make commercially reasonable efforts to honor your Digital Will settings, subject to the limitations below.

Important Notice: Your Digital Will settings are preferences only and do not constitute a legally binding will, trust, or estate document. ForeverFrom cannot and does not make legal determinations regarding estate rights or authority.

**Legal Limitations.** Your Digital Will may be subject to, and may be overridden by:

- Applicable probate and estate laws in your jurisdiction.
- Valid court orders or legal process.
- Decisions by your legal representatives (executors, administrators, or attorneys-in-fact).

- Claims by lawful next-of-kin or beneficiaries with proper legal documentation, or
- Conflicting instructions from parties with superior legal authority.

**Dispute Resolution Process.** In the event of conflicting claims or instructions regarding post-mortem account access or control:

ForeverFrom will require a valid court order to resolve any dispute. We will not make independent determinations of legal authority or attempt to resolve family disputes.

Upon receiving notice of conflicting claims, we will:

- Place the account in restricted status immediately.
- Notify all parties that a court order is required.
- Suspend all account access until a valid court order is provided.
- Comply with any court order regarding access, control, or deletion of account data.
- Close or permanently memorialize accounts where no court order is provided within twelve (12) months.

**Required Documentation.** To execute any post-mortem account actions, ForeverFrom requires:

- Certified death certificate AND
- Valid court order specifically addressing the ForeverFrom account OR
- Unanimous written consent from all known interested parties with notarized signatures (or other form satisfactory to ForeverFrom in its sole discretion)

We will not act on letters testamentary, wills, powers of attorney, or other documents without an accompanying court order that specifically addresses access to or control of the ForeverFrom account.

**No Liability for Disputes.** ForeverFrom is not responsible for disputes between family members, designated legacy managers, or other parties claiming rights to post-mortem account access or control. You acknowledge and agree that:

- ForeverFrom is a neutral custodian of your data and preferences, not a legal arbiter of estate rights.
- ForeverFrom does not provide legal advice regarding estate planning or post-mortem rights.
- You should consult with an attorney regarding legally binding estate planning.

- ForeverFrom's compliance with court orders does not constitute a waiver of any defenses or rights.
- You indemnify ForeverFrom for any claims arising from post-mortem disputes over your account.

## **15. Contact Information**

If you have questions or need to provide notices, contact:

**ForeverFrom Inc.**

[support@foreverfrom.com](mailto:support@foreverfrom.com)

[legal@foreverfrom.com](mailto:legal@foreverfrom.com)

[abuse@foreverfrom.com](mailto:abuse@foreverfrom.com)