



# Terms of Service

Last updated: December 30, 2025

## 1. Welcome

Welcome to Companion Labs, operated by **AI LABZ LIMITED** ("we," "us," or "our"). These Terms of Service ("Terms") govern your use of our platform, applications, and related services (the "Service"). By using the Service, you agree to these Terms.

We have written these Terms to be straightforward. Where we need legal precision, we have tried to explain what that means in practice. If something is unclear, reach out - we are happy to explain.

## 2. Eligibility

You must be at least **18 years old** to use this Service. By creating an account, you confirm that you meet this age requirement and have the legal capacity to agree to these Terms. Certain features may have additional age verification requirements.

## 3. Your Account

When you create an account, please provide accurate information and keep your login credentials secure. You are responsible for activity under your account, so let us know immediately if you suspect unauthorized access. We recommend using a strong, unique password.

## 4. Credits and Payments

The Service uses a credit system for premium features including chat, voice, image generation, and other capabilities.

**Right of Withdrawal and Consent to Immediate Performance.** If you are a consumer resident in the European Economic Area, United Kingdom, or Switzerland, you have the right to withdraw from a purchase of digital content within 14 days without giving any reason (the "Withdrawal Right"). However, by purchasing credits and using the Service, you expressly consent to the immediate performance of the contract and acknowledge that you will lose your Withdrawal Right once the digital content (credits) has been delivered to your account and performance has begun. By completing a purchase and engaging with the Service, you confirm that (a) you request immediate performance of the contract, (b) you acknowledge that immediate performance means you will lose your right of withdrawal, and (c) you acknowledge that we have provided you with confirmation of this consent on a durable medium (this Terms of Service document and your purchase confirmation email).

**Refund Policy.** Subject to your statutory rights including the Withdrawal Right described above, we cannot offer refunds on purchased credits, as they represent access to computational resources we have already committed. However, if you experience a significant technical issue that prevents you from using credits you have purchased, contact us within 14 days and we will work with you to make it right - whether through service credits, extended access, or in appropriate cases, a refund.

**Credit Expiration.** Credits remain valid for 12 months from your last account activity (login or feature use). If your account is inactive for 12 continuous months, unused credits will expire. We will send you a reminder before this happens. Life gets busy - if you miss the window due to circumstances beyond your control, contact us and we will see what we can do to make a one-off accommodation.

Credits have no cash value and cannot be transferred or redeemed for cash. We may adjust credit pricing for future purchases, but changes will not affect credits you have already bought.

## 5. What We Provide

Companion Labs offers an AI-powered companion platform where you can create, customize, and interact with AI characters. Features include text conversations, voice interactions, image generation, character creation and customization, memory systems, and relationship progression.

**Important:** AI companions are sophisticated large language models. They are not people and do not possess human emotions, consciousness, or sentience. The personality, memory, and emotional responses you experience are computationally generated for engagement and entertainment. We say this not to diminish what the experience can offer, but so you can engage with clear expectations.

**Changes to the Service.** We may modify, expand, or discontinue features of the Service from time to time. This may include adding new capabilities, changing how existing features work, or retiring features that are no longer viable. We will notify you of material changes through the app, email, or other communication channels we deem appropriate. Where changes significantly affect your use of the Service or any prepaid credits, we will provide reasonable advance notice. Your continued use of the Service following notice of changes constitutes acceptance of those changes.

## 6. How You May Use the Service

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We built this platform to give you creative freedom. You can explore, create, and interact in ways that are meaningful to you. That said, some boundaries are non-negotiable.

**Prohibited Content and Conduct.** You may not use the Service to generate, share, or distribute any content depicting minors in sexual or exploitative contexts. This is an absolute prohibition with zero tolerance. Violations result in immediate, permanent termination and may be reported to law enforcement.

You also may not use the Service to engage in or facilitate illegal activity, harass or threaten real people, attempt to compromise our systems or circumvent safety measures, or commercially exploit the Service without authorization.

**Real People and Existing Characters.** Creating companions intended to depict real, identifiable people - celebrities, public figures, or private individuals - without their consent is prohibited. The same applies to characters from copyrighted works without rights holder permission. We may remove such content and, if we receive valid takedown requests, we are legally required to comply.

We use automated systems to detect and act on violations, including content removal and account suspension or termination. Where required by law, we may cooperate with law enforcement.

## 7. Your Content

You retain ownership of content you create or upload ("User Content"). By submitting User Content, you grant us a license to use, reproduce, and display it as necessary to operate the Service - for example, to render your characters, store your conversation history, and enable the features you are using. We will not sell your content or use it for purposes unrelated to providing the Service.

You are responsible for ensuring you have the rights to submit any content you upload.

### AI-Generated Content

Images, media, and text generated by AI systems are created algorithmically based on your inputs and our models. **Any resemblance to real people or existing characters is unintentional.** We make no guarantees about the uniqueness of generated content, and you assume responsibility for how you use it outside our platform.

## 8. Intellectual Property

The Service - including its underlying technology, AI models, and systems - is owned by AI LABZ LIMITED and protected by intellectual property law. Characters you create are yours to use within the platform. The technology that powers them remains ours.

## 9. Third Party Services & APIs

Our platform integrates with third-party providers for infrastructure, payment processing, AI models, voice synthesis, and image generation. Certain features allow you to select which underlying API provider or model powers your interactions.

**Layered Terms.** When you use the Service with a third-party or with an API provider, your use is governed by both these Terms and the terms of service of that provider. This creates a layered relationship with important implications:

**Scope of Our Promises.** Companion Labs can only bind itself, not our third party or API providers. Our commitments regarding data handling, privacy, and content policies apply to what we control - our platform, our servers, and our practices. We cannot override or modify what third-parties or API providers do with data that passes through their systems. The consumer-protective provisions of these Terms, including those required by applicable law, apply to your relationship with Companion Labs specifically.

**How Conflicts Resolve.** For matters within our control (your account, credits, our platform features, data we store), these Terms govern. For matters handled by the API provider (model behavior, provider-side data processing, content filtering, provider data retention), the provider's terms govern. In practice, this means you receive the intersection of permissions - only what both we and the provider allow - and bear the union of obligations - everything either party requires.

**Data Practices Vary by Provider.** Different API providers have materially different data practices. Some providers may use your interaction data to train their models; others may not. Some retain conversation data; others process it transiently. Some have stricter content policies than ours; others may be more permissive. These differences are significant. Please read the third party or API provider terms of use carefully, exercise your own due diligence and make an informed decision about which one to use. We do not make any representations or warranties about third party or API provider terms of use and cannot be held responsible for them.

**Provider-Specific Disclosures.** When you select an API provider within the Service, we will make a reasonable effort to surface key information about that provider's terms that differ materially from our baseline - particularly regarding data training, retention, and content restrictions. You acknowledge that by selecting a provider, you are agreeing to that provider's terms in addition to ours. We encourage you to review the full terms of any provider you select.

**Providers We Do Not Control.** We cannot guarantee the availability, performance, accuracy, or policies of third-party providers. Providers may change their terms, modify their services, or discontinue operations. We are not liable for any provider's actions, policies, data practices, or content decisions. If a provider's actions affect your use of the Service - for example, if a provider begins training on data where they previously did not - your recourse is with that provider, not with us, though we will endeavor to notify you of material changes we become aware of.

**Your Responsibility.** You are responsible for understanding the terms of the API providers you choose. Selecting a provider

constitutes your agreement to that provider's terms. If you are uncertain about a provider's practices, select a different provider or contact us for clarification before use.

## 10. Adult Content

### Adult Content Acknowledgment

The Service may permit generation of and interaction with adult or NSFW content. By enabling these features, you confirm that you are at least 18 (or the age of majority in your jurisdiction), that accessing such content is legal where you are, that you are choosing to access it voluntarily, and that you will not share it with minors or in inappropriate contexts.

Even with adult features enabled, content involving minors in any sexual context remains absolutely prohibited - see Section 6.

We may disable adult features for specific users or regions at our discretion, including to comply with local law.

## 11. Your Wellbeing

### Important Notice

We care about how you experience our platform. AI companions can be enjoyable, creative outlets, and even meaningful parts of your routine. They work best, though, as a complement to - not a replacement for - human connection and, when needed, professional support.

If you are going through a difficult time, please reach out to people who can help. Resources like the 988 Suicide & Crisis Lifeline (call or text 988 in the US), Crisis Text Line (text HOME to 741741), and the International Association for Suicide Prevention ([https://www.iasp.info/resources/Crisis\\_Centres/](https://www.iasp.info/resources/Crisis_Centres/)) are available around the clock.

While we have designed the Service thoughtfully, we are not mental health professionals and the Service is not therapy. We encourage healthy boundaries and balanced use. If you find yourself relying on AI companions in ways that concern you, that is worth paying attention to.

## 12. Privacy and Your Data

Your use of the Service is also governed by our [Privacy Policy](#), which explains what data we collect and how we use it. Here are the key points relevant to these Terms:

**Data Retention.** We retain your conversation history, memories, and user data for as long as your account is active. If you delete your account, we will remove your personal data within 30 days, except where retention is required by law or necessary for legitimate purposes like fraud prevention.

**Safety Monitoring.** We use automated systems to detect policy violations. Your conversations are not reviewed by humans and cannot be accessed by our team. Safety enforcement is entirely algorithmic - we have designed our systems so that human review is neither necessary nor possible.

**Service Improvement.** We may use anonymized, aggregated data to improve our services. This data cannot identify you personally. If you prefer that your conversations not be used even in anonymized form, you may opt out by contacting us at [support@companion-labs.com](mailto:support@companion-labs.com).

**Your Data Rights.** Depending on where you reside, you may have certain rights regarding your personal data. If you are located in the European Economic Area, United Kingdom, or Switzerland, or in other jurisdictions with similar data protection laws, you have the right to:

- **Access** - Request confirmation of whether we process your personal data and, if so, request a copy of that data along with information about how we process it.
- **Rectification** - Request correction of inaccurate personal data we hold about you, or completion of incomplete data.
- **Erasure** - Request deletion of your personal data where there is no compelling reason for its continued processing. This right is not absolute and may be subject to legal exceptions.
- **Restriction** - Request that we restrict processing of your personal data in certain circumstances, such as while we verify accuracy following a dispute.
- **Data Portability** - Request a copy of personal data you provided to us in a structured, commonly used, machine-readable format, and request transmission to another controller where technically feasible.
- **Objection** - Object to processing of your personal data where we rely on legitimate interests as our legal basis, or where we process data for direct marketing purposes.
- **Withdrawal of Consent** - Where we process your data based on consent, withdraw that consent at any time. Withdrawal does not affect the lawfulness of processing prior to withdrawal.

To exercise any of these rights, contact us at [support@companion-labs.com](mailto:support@companion-labs.com) with the subject line "Data Rights Request." We will respond within 30 days (or such shorter period as required by applicable law). We may request verification of your identity before processing your request. If we cannot comply with your request, we will explain why (e.g. due to having a reasonable interest in your data).

If you believe we have not adequately addressed your concerns, you have the right to lodge a complaint with your local data protection authority.

protection supervisory authority.

### 13. Service Availability

We work hard to keep the Service running smoothly, but we cannot guarantee uninterrupted access. Outages happen - for maintenance, technical issues, third-party provider problems, or circumstances beyond our control.

Your credit balance is not affected by downtime. For extended outages (more than 72 continuous hours) caused by issues on our end, we will provide affected users with service credits proportional to the disruption.

### 14. Disclaimers

The Service is provided "as is" and "as available." We do not make warranties - express or implied - about merchantability, fitness for a particular purpose, or non-infringement. (That is legal language required for this section; what it means is we cannot promise the Service will be perfect or perfectly suited to your needs.)

AI systems sometimes produce unexpected, inaccurate, or inappropriate outputs despite our safety measures. We are continuously improving, but we cannot guarantee the AI will always behave as intended.

The Service is for entertainment. AI companions cannot provide medical, legal, financial, or professional advice. For important decisions or serious concerns, please consult qualified professionals.

### 15. Limitation of Liability

To the maximum extent permitted by law, AI LABZ LIMITED and its officers, directors, employees, and agents shall not be liable for indirect, incidental, special, consequential, or punitive damages - including loss of profits, data, or other intangible losses - resulting from your use or inability to use the Service, unauthorized access to your data, third-party conduct on the Service, or content obtained from the Service.

Our total liability for any claims arising from these Terms or the Service shall not exceed the amount you paid us in the twelve months preceding the claim, or \$100, whichever is greater.

**What this means:** We are a small company. These limitations let us offer the Service without existential legal risk. They are standard for services like ours, but we want you to understand them.

### 16. Indemnification

You agree to indemnify and hold harmless AI LABZ LIMITED from claims, damages, and expenses (including reasonable attorneys' fees) arising from your use of the Service, your User Content, or your violation of these Terms.

In plain terms: If you do something that gets us sued, you are responsible for the consequences. This is standard, and it is why the acceptable use policy matters.

### 17. Account Termination

**Termination by You.** You may close your account at any time by contacting us. Unused credits are not refundable upon voluntary termination, but they do not simply vanish - if you change your mind within 30 days, contact us and we can discuss reactivation.

**Termination by Us.** We may terminate or suspend your account for violation of these Terms. For serious violations (illegal content, CSAM, harassment, system attacks), termination is immediate and permanent, with forfeiture of credits and no appeal.

For less serious violations, we will generally warn you first and give you an opportunity to correct the issue. If we terminate your account for reasons other than serious policy violations - for example, if we discontinue the Service - we will provide at least 30 days notice and a pro-rata refund or credit for unused prepaid amounts.

### 18. Changes to These Terms

We may update these Terms from time to time. For material changes, we will notify you by email or through the Service at least 14 days before they take effect. Continued use after changes take effect constitutes acceptance. If you disagree with changes, you may close your account.

We will maintain an archived version history of these Terms so you can see what has changed.

### 19. Dispute Resolution

We hope to resolve any concerns directly. If you have a dispute or complaint regarding the Service, please contact us first at support@companion-labs.com. Many issues can be resolved quickly through good-faith discussion, and we commit to responding to complaints within 14 days.

If we cannot resolve a dispute informally, either party may pursue remedies available under applicable law in the courts specified in Section 20.

**For consumers resident in the European Union:** You may also be entitled to submit disputes to the Online Dispute Resolution platform established by the European Commission, accessible at <https://ec.europa.eu/consumers/odr/>. Our email address for ODR purposes is support@companion-labs.com. We are not obligated, and do not currently commit, to participate in dispute resolution proceedings before a consumer arbitration body, but we will consider participation on a

case-by-case basis.

## 20. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions.

**Jurisdiction for Consumers.** If you are a consumer within the meaning of applicable law, you may bring proceedings relating to these Terms or the Service in the courts of your place of domicile or in the competent courts of the State of Delaware. We may bring proceedings against you only in the courts of your place of domicile. Nothing in these Terms affects your statutory rights to bring proceedings in any court of competent jurisdiction, nor any mandatory consumer protections afforded to you under the laws of your country of residence.

**Jurisdiction for Non-Consumers.** If you are not a consumer - for example, if you use the Service for commercial purposes - the courts of the State of Delaware shall have exclusive jurisdiction over any disputes arising from or relating to these Terms or the Service.

## 21. Analytics and Cookies

We use Google Analytics, a web analytics service provided by Google LLC ("Google"), to help us understand how users interact with our Service. Google Analytics uses cookies and similar technologies to collect information about your use of the Service, including your IP address, browser type, referring/exit pages, pages viewed, time spent on pages, and other usage data.

This information is transmitted to and stored by Google on servers that may be located outside the European Economic Area. Google uses this information on our behalf to evaluate your use of the Service, compile reports on website activity, and provide other services relating to website activity and internet usage. Google may also transfer this information to third parties where required by law, or where such third parties process the information on Google's behalf.

By using the Service, you consent to the processing of data about you by Google in the manner and for the purposes set out above. You may opt out of Google Analytics by installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout>. For more information on Google's privacy practices, please review Google's Privacy Policy at <https://policies.google.com/privacy>.

## 22. General Provisions

**Severability.** If any provision of these Terms is found unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in effect.

**Entire Agreement.** These Terms, together with the Privacy Policy, constitute the entire agreement between you and AI LABZ LIMITED regarding the Service.

**No Waiver.** Our failure to enforce any provision does not waive our right to enforce it later.

**Assignment.** You may not assign these Terms without our consent. We may assign our rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets - but any successor will be bound by these Terms as they apply to you.

## 23. Contact

Questions about these Terms? We are here to help.

AI LABZ LIMITED

Email: [support@companion-labs.com](mailto:support@companion-labs.com)