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Memory

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Last updated March 2, 2026

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Terms of Use

Effective date: Nov 1 2024

Welcome to Kindroid. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). **The Services are only for use by individuals who are at least 18 years of age or the age of majority in their jurisdiction, whichever is greater.** If you are under the age of 18 (or the applicable age of majority in your jurisdiction), you are not permitted to access, view, or use any of the Services and associated content.

If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: hello@kindroid.ai

Address: 5551 Hollywood Blvd, #1277, Los Angeles, California 90028

These Terms of Use (the "Terms") are a binding contract between you and BEAUTIFULLY INCORPORATED ("Kindroid," "we" and "us"). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the [Copyright Dispute Policy](#) and [Privacy Policy](#) on this page. **Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions ("Additional Terms"), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.**

Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. 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 THE FOLLOWING 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.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at <https://kindroid.ai>, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Kindroid takes the privacy of its users very seriously. Please refer to the [Privacy Policy](#).

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age.

We do not knowingly collect or solicit personally identifiable information from children under 18 years of age; if you are a child under 18 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 18 years of age, we will delete that information as quickly as possible. If you believe that a child under 18 years of age may have provided us personal information, please contact us at hello@kindroid.ai.

What are the basics of using Kindroid?

Kindroid offers interactive Services for you to create an automated personal AI chatbot ("AI Companion") with

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Legal

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functionality that allows you to chat, connect with, and learn from your AI Companion. You can customize your AI Companion to meet your needs in accordance with these Terms, for example the AI Companion can act as a friend, mentor, or language teacher.

You may be required to sign up for an account, and provide us with certain information or data, such as your contact information. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not transfer your account to anyone else without our prior written permission.

Additionally, you may be able to access certain parts or features of the Services by using your account credentials from other services (each, a "Third Party Account"), such as those offered by Google and Apple. By using the Services through a Third Party Account, you permit us to access certain information from such account for use by the Services. You are ultimately in control of how much information is accessible to us and may exercise such control by adjusting your privacy settings on your Third Party Account.

You represent and warrant that you are an individual of legal age to form a binding contract. If you are under 18, you are not authorized to use the Services.

We reserve the right to request proof of age at any time to verify that minors are not using our Service. Failure to provide such proof may result in the suspension or termination of your account.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or login credentials with anyone, and you must protect the security of your account and any other access tools or credentials. You're responsible for any activity associated with your account.

Kindroid offers interactive AI Services primarily for entertainment and creative exploration purposes. You understand that AI technology has inherent limitations and may not always provide accurate or appropriate responses. As AI technology is rapidly evolving, the capabilities and limitations of our Services may change over time. You are responsible for staying informed about these changes and using the Services at your own discretion.

No Medical Advice; Not for Emergencies.

Kindroid is a provider of AI services, and does not offer medical advice or diagnoses, or engage in practice of medicine. Our Services are offered for communicative purposes only, should not be considered medical care, mental health services or other professional services, and the Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Kindroid makes no claims, representations or guarantees that the Services provide a therapeutic benefit.

The Services should never be used as a substitute for emergency care. If you think you have a medical or mental health emergency, are thinking about suicide or taking actions that may cause harm to you or others, you must discontinue use of the Services immediately and should seek emergency treatment at the nearest emergency room or dial 911.

What about messaging?

As part of the Services, you may receive communications through the Services, including messages that Kindroid sends you (for example, via email). When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages.

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to the Services, or otherwise use or interact with the Services, in a manner that:

1. infringes or violates the intellectual property rights or any other rights of anyone else (including Kindroid);
2. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Kindroid;
3. jeopardizes the security of your Kindroid User ID, account or anyone else's (such as allowing someone else to log in to the Services as you);
4. attempts, in any manner, to obtain the password, account, or other security information from any other user;
5. violates the security of any computer network, or cracks any passwords or security encryption codes, circumvent safeguards or safety mitigations in our Services, or engage in unauthorized activities that violate the security of any service or system;
6. runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
7. "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
8. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
9. is defamatory, libelous, or verifiably false with the purpose of harming others;
10. creates content that can be classified as, or supports the creation of, child sexual abuse material;
11. promote harm or injury of any person or self-harm, including self-injury or suicide
12. promotes terrorism or violent extremism;
13. furthers or promotes criminal activity;

14. interferes with or appropriates any person's right of publicity or privacy, such as by using their name, likeness or persona (i) without permission and (ii) outside a permissible context such as public commentary or non-commercial parody; or
15. exploits any of the vulnerabilities of a person (e.g., age, disability, or socio-economic situation).

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Content (as defined below), and so forth (all of the foregoing, the "Content") may be protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Kindroid's) rights. You understand that Kindroid owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by Kindroid. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Kindroid is not responsible for such risks.

Kindroid has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, Kindroid will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Kindroid shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that Kindroid is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Kindroid, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

What about anything I contribute to the Services –what standards should I comply?

User Submissions

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission". You are solely responsible for all User Submissions you contribute to the Services. You are solely responsible for all User Submissions, and represent that you will refrain from intentionally submitting User Submissions that would violate or contradict any other section of these Terms.

AI Generations

Anything generated by your AI Companion or otherwise through the Services in response to your User Submissions, including characters, messages, images, audio, statements and the like, is your "AI Generation". You are solely responsible for all AI Generations that are elicited by your User Submissions, and represent that you will refrain from intentionally eliciting AI Generations that would violate or contradict any other section of these Terms.

You retain ownership of your AI Generations, subject to the following terms:

1. Ownership: You own the rights to your AI Generations, including any intellectual property rights that may arise from them.

2. License to Kindroid: Your AI Generations are subject to the license terms outlined in the "Licenses" section below, which apply to all User Content.
3. Responsibility: While you own your AI Generations, you remain solely responsible for them, including their content and any consequences of sharing or using them.
4. Compliance: Your ownership and use of AI Generations must comply with these Terms and all applicable laws and regulations.
5. Commercial Use: Subject to the license granted to Kindroid, you may use your AI Generations for personal or commercial purposes, provided such use does not violate these Terms or any applicable laws.

You acknowledge that while you own your AI Generations, Kindroid retains all rights, title, and interest in and to the AI models, algorithms, and systems used to create the AI Generations.

Licenses

In order to display your User Submissions and AI Generations (together, "User Content") on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in that User Content (see below for more information). Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Content that is also your personally-identifiable information.

For all User Content, you hereby grant us a license to translate, modify (for technical purposes, for example, making sure your content is viewable on a mobile device as well as a computer), and reproduce and otherwise act with respect to such User Content, in each case to enable us to operate the Services and our businesses, as described in more detail below. For clarity, these license grants to us and our users do not affect your ownership or other license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing.

Private User Content. If you store User Content in your own personal Kindroid account, in a manner that is not viewable by any other user except you (a "Private User Content"), you grant us the license above, as well as a license to (i) display, perform, distribute, your Private User Content for the purpose of making that Private User Content accessible to you and providing the Services necessary to do so, and (ii) de-identify and/or aggregate your Private User Content to create de-identified and/or aggregated content, and freely use such de-identified and/or aggregated content for any purpose, without acknowledgement or compensation to you.

Feedback. If you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (the "Feedback"), you hereby grant us a license to freely use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully and commercially exploit the Feedback.

You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

You agree that all the licenses you grant are royalty-free, fully paid, perpetual (including after your termination of your account or the Services), sublicensable, transferable, irrevocable, and worldwide. When you delete your Kindroid account, we may stop storing and displaying your User Content. However, you acknowledge that any User Content you made publicly available through the Services or shared with others, may remain fully available to other users (if applicable). You understand and agree that it may not be possible to completely delete that content from Kindroid's records, and that your User Content may remain viewable elsewhere to the extent that they were downloaded, copied, or stored by other users.

Finally, you understand and agree that Kindroid, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Content to conform and adapt that User Content to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Will Kindroid ever change the Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Do the Services cost anything?

The Services may be free or we may charge a fee for using the Services. If you are using a free version of the Services, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

1. **Paid Services.** Certain of our Services may be subject to payments now or in the future (the "Paid Services"). Please see our Paid Services page ([docs/?article=subscriptions](#)) for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms. For example, some Paid Services will charge a fee for downloading or installing the Services through the App Store (as defined below) linked to your specific device. You agree to comply with, and your license to use our mobile application is conditioned upon your compliance with, such App Store terms and conditions. Any refunds relating to the applications or inquiries regarding refunds relating to the applications shall be handled solely by the applicable App Store in accordance with such App Store's terms and conditions.

2. *Billing.* We use third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.
3. *Payment Method.* The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.
4. *Recurring Billing.* Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO ACCOUNT SETTINGS AND CLICK "BILLING".
5. *Current Information Required.* YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS -> BILLING. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.
6. *Change in Amount Authorized.* If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.
7. *Auto-Renewal for Paid Services.* Unless you opt out of auto-renewal, which can be done through your account settings -> Billing, any Paid Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate. To change or resign your Paid Services at any time, go to account settings or, for mobile applications, cancel your subscription in the subscription management section of the applicable App Store. If you terminate a Paid Service, you may use your subscription until the end of your then-current term, and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SERVICE THROUGH YOUR ACCOUNT SETTINGS -> BILLING OR TERMINATE YOUR KINDROID ACCOUNT BEFORE THE END OF THE RECURRING TERM. PAID SERVICES CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, KINDROID WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.
8. *Reaffirmation of Authorization.* Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.
9. *Free Trials and Other Promotions.* Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at hello@kindroid.ai.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at hello@kindroid.ai; please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Please note that as stated above under "Auto-Renewal of Paid Services," if you terminate a Paid Service, you may use your subscription until the end of your then-current term, but you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

Kindroid is also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. Kindroid has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. If your account is suspended or terminated due to a violation of our Terms of Service, you will not be entitled to any refund or credit for the unused portion of your subscription, regardless of the remaining term.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our

mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve anything important that you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Kindroid.

If you have deleted your account by mistake, contact us immediately at hello@kindroid.ai – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

What about Mobile Applications and In-App Purchases?

You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

Through our mobile applications, you may purchase ("In-App Purchase") certain goods or features designed to enhance the performance of the Services. When you make an In-App Purchase, you are doing so through either the Apple iTunes service or the Google Play service and you are agreeing to their respective Terms and Conditions, available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> and http://play.google.com/intl/en_us/about/play-terms.html. Kindroid is not a party to any In-App Purchase.

I use the Kindroid App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including our iOS applications (the "Application") available via the Apple, Inc. ("Apple") App Store, but the following additional terms also apply to the Application:

1. Both you and Kindroid acknowledge that the Terms are concluded between you and Kindroid only, and not with Apple, and that Apple is not responsible for the Application or the Content;
2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, 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 these Terms as they are applicable to the Services;
3. You will only use the Application in connection with an Apple device that you own or control;
4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
6. You acknowledge and agree that Kindroid, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
7. 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, Kindroid, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
8. 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;
9. Both you and Kindroid acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
10. Both you and Kindroid acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

Can I refer other users?

From time to time Kindroid may offer rewards or incentives for referring others to the Services. The referring user ("Referrer") may refer individuals or entities who are neither current customers of Kindroid nor registered users of the Services ("Referee"). A registered user is a person or entity that already has an existing account with Kindroid. There is no limit to the number of referrals that Referrer can make, nor the cumulative rewards or incentives that the Referrer may receive through such special offer, unless otherwise indicated. Referrer will receive the stated reward or incentive for each Referee sent by the Referrer that completes the required action described in that specific offer (such as signing up for an account or making a purchase). All Referees must be first-time recipients of the offer, and multiple referrals to the same individual or entity will be disregarded. Kindroid reserves the right to modify or terminate any special offers at any time and to revoke from Referrer and Referee the special offer at Kindroid's discretion for any reason or for no reason whatsoever. If Kindroid determines that Referrer or Referee is attempting to obtain unfair advantage or otherwise violate the terms or spirit of such special offer, Kindroid reserves the right to (a) revoke any rewards or incentives issued to either Referrer or Referee and/or (b) charge the Referrer or Referee for any rewards or incentives (i) used by Referrer

or Referee prior to such revocation or (2) issued by Kindroid to any ineligible Referrer or Referee. All special offers are subject to any other terms, conditions and restrictions set forth on the Services or presented in connection with the special offer.

What else do I need to know?

Warranty Disclaimer*.* Kindroid and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Kindroid and all such parties together, the "Kindroid Parties") make no representations or warranties concerning the Services, including without limitation regarding any Content contained in or accessed through the Services, and the Kindroid Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The Kindroid Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES AND CONTENT ARE PROVIDED BY KINDROID (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE KINDROID PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO KINDROID IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold the Kindroid Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Kindroid's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement*.* *Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Kindroid and limits the manner in which you can seek relief from Kindroid. Both you and Kindroid acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Kindroid's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Los Angeles, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. *(c) Small Claims Court; Infringement.* Either you or Kindroid may assert claims, if they qualify, in small claims court in Los Angeles, California or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. YOU AND KINDROID WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Kindroid are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Kindroid over whether to vacate or enforce an arbitration award, YOU AND KINDROID WAIVE ALL RIGHTS

TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Kindroid is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 5551 Hollywood Blvd, #1277, Los Angeles, California 90028 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Kindroid to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Kindroid agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Los Angeles, California, or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Kindroid.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Kindroid may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Kindroid agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Kindroid, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Kindroid, and you do not have any authority of any kind to bind Kindroid in any respect whatsoever.

Except as expressly set forth in the sections above regarding the Apple Application and the arbitration agreement, you and Kindroid agree there are no third-party beneficiaries intended under these Terms.

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Privacy Policy

Effective date: June 28 2024

At Kindroid, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. **By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and disclose your information as described in this Privacy Policy.**

Remember that your use of Kindroid's Services is at all times subject to our Terms of Use, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

You may print a copy of this Privacy Policy by printing this webpage.

As we continually work to improve our Services, we may need to change this Privacy Policy from time to time. We will alert you of material changes by placing a notice on the Kindroid website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes.

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What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" or "sensitive personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

Personal Data

Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected over the past 12 months:

Encryption of Data

Your chats as well as other sensitive information like URLs to resources and all other sensitive, application layer data will be encrypted in rest and transit, so we will not be able to view any of said data in our normal operation of the business. As encrypted Personal Data is still deemed as Personal Data under applicable data privacy laws, we will store and process such encrypted Personal Data contained in encrypted data for the purpose of providing the Services to you, and our Service Providers (such as our cloud service provider) may store and process such encrypted Personal Data in order to provide their services to us to support our provision of the Services. Please note that in order to comply with applicable legal requirements and enforce legal terms as further described under "Other Permitted Purposes for Processing Personal Data" section below, we may be legally or contractually required to, or it may be otherwise necessary, to decrypt said data, in which case, we reserve the right to decrypt the relevant data and disclose such decrypted data to the applicable government agency, law enforcement, and other relevant third parties for the aforementioned purpose.

Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Services**
 - Creating and managing your account or other user profiles.
 - Processing orders or other transactions; billing.
 - Providing you with the products, services or information you request.
 - Meeting or fulfilling the reason you provided the information to us.
 - Providing support and assistance for the Services.
 - Improving the Services, including testing, research, internal analytics and product development.
 - Personalizing the Services, website content and communications based on your preferences.
 - Doing fraud protection, security and debugging.
 - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the "CCPA")
- **Marketing the Services**
 - Marketing and selling the Services.
- **Corresponding with You**
 - Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Kindroid or the Services.
 - Sending emails and other communications according to your preferences.

Other Permitted Purposes for Processing Personal Data

In addition, each of the above referenced categories of Personal Data may be collected, used, and disclosed with the government, including law enforcement, or other parties to meet certain legal requirements and enforcing legal terms including: fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities; protecting the rights, property or safety of you, Kindroid or another party; enforcing any agreements with you; responding to claims that any posting or other content violates third-party rights; and resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice or obtaining your consent.

Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

- **You**
 - *When you provide such information directly to us.*
 - When you create an account or use our interactive tools and Services.
 - When you voluntarily provide information in free-form text boxes through the Services or through

responses to surveys or questionnaires.

- When you send us an email, interact with our social media pages (such as Discord or Reddit), or otherwise contact us.
- When you send messages and other content in conversations with your AI companions.

Restriction on Disclosing Sensitive Personal Information. We have no control over what information or content you may provide in your conversations with your AI companion or with other users through the Services. Our Services are not designed to collect or process sensitive personal information. For your safety and privacy, please refrain from providing any sensitive personal information, whether to your AI Companion or otherwise through the Services. Sensitive personal information includes government-issued identification numbers, financial account information, religious views, sexual orientation, political views, health information, biometric data, racial or ethnic origin, philosophical beliefs, or trade union membership. If you disclose sensitive personal information, you are solely responsible for such disclosure and you do so at your own risk, and we disclaim liability for any consequences resulting from the disclosure of sensitive personal information through the Services. While we use commercially reasonable efforts to implement and maintain physical, technical, organizational and administrative security measures, sensitive personal information requires special handling and protection under privacy laws, and we cannot guarantee that our measures and practices will be sufficient for ensuring security of sensitive data to the required standards.

- *When you use the Services and such information is collected automatically.*
 - Through Cookies (defined in the "Tracking Tools, Advertising and Opt-Out" section below).
 - If you download our mobile application or use a location-enabled browser, we may receive information about your location and mobile device, as applicable.
 - If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.
- **Third Parties**
 - *Vendors*
 - We may use analytics providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.
 - We may use vendors to obtain information to generate leads and create user profiles.
 - *Advertising Partners*
 - We receive information about you from some of our vendors who assist us with marketing or promotional services related to how you interact with our websites, applications, products, Services, advertisements or communications.
 - *Third-Party Credentials*

If you provide your third-party account credentials, such as your social network account credentials, to us or otherwise sign in to the Services through a third-party site or service, some content and/or information in those accounts may be transmitted into your account with us.

How We Disclose Your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a "sale" of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us provide the Services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
 - Analytics providers for web traffic or usage of the site.
 - Security and fraud prevention consultants.
 - Support and customer service vendors.
 - Product fulfillment and delivery providers.
 - Payment processors.
- **Analytics Partners.** These parties provide analytics on web traffic or usage of the Services. They include:
 - Companies that track how users found or were referred to the Services.
 - Companies that track how users interact with the Services.
- **Parties You Authorize, Access or Authenticate**
 - Third parties you access through the Services.

Legal Obligations

We may disclose any Personal Data that we collect with third parties in conjunction with any of the activities set forth under "Other Permitted Purposes for Processing Personal Data" section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and disclose it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not disclose such data in a manner that could identify you.

Tracking Tools, Advertising, and Opt-Out

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s).

Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

We use the following types of Cookies:

- *Essential Cookies.* Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- *Functional Cookies.* Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- *Performance/Analytical Cookies.* Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To find out more information about Cookies generally, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>.

Data Security

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

Data Retention

We retain Personal Data about you for as long as necessary to provide you with our Services or to perform our business or commercial purposes for collecting your Personal Data. When establishing a retention period for specific categories of data, we consider who we collected the data from, our need for the Personal Data, why we collected the Personal Data, and the sensitivity of the Personal Data. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

For example:

- We retain your chat conversation and generated media until you delete a specific AI or delete your account.
- We retain your profile information and credentials for as long as you have an account with us.
- We retain your payment data for as long as we need to process your purchase or subscription.

Data Portability

You have the right to request a copy of your Personal Data in a portable, machine-readable format. To request an export of your data, please contact us at hello@kindroid.ai. To prevent abuse, data export requests are limited to once every 180 days.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data from children under 16 years of age; if you are a child under the age of 16, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age has shared

we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided Personal Data to us, please contact us at hello@kindroid.ai.

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from a child under 13 without obtaining verifiable consent from that child's parent or guardian ("Parental Consent"), except for the limited amount of personally identifiable information we need to collect in order to obtain Parental Consent ("Required Information"). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent. If you are a child under 13 years of age, please do not attempt to send any Personal Data about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process. If you believe that a child under 13 years of age has provided us with Personal Data (beyond the Required Information) without our obtaining Parental Consent, please contact us at hello@kindroid.ai. We do not condition participation in our Services on disclosure of more Personal Data from a child under 13 years of age than is reasonably necessary for that participation, and we do not retain Personal Data from children under 13 years of age longer than is reasonably necessary in order to fulfill the purpose for which it was disclosed.

If you are a parent or guardian of a user of our Services who is under 13 years of age, you may contact us at any time to ask that (a) we stop collecting Personal Data from such user, (b) we delete any Personal Data already collected from such user (although note that we may further retain information in an anonymous or aggregated form where that information would not identify such user personally), or (c) we stop disclosing Personal Data collected from such user to third parties, but continue to allow for collection and use of Personal Data collected from such user in connection with the Services.

State Law Rights

California Resident Rights

If you are a California resident, you have the rights set forth in this section. Please see the "Exercising Your Rights under the State Privacy Laws" section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers' end users or employees in connection with our provision of certain services to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data. Additionally, please note that these rights are subject to certain conditions and exceptions under applicable law, which may permit or require us to deny your request.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at hello@kindroid.ai.

Access

You have the right to request certain information about our collection and use of your Personal Data. In response, we will provide you with the following information in the past 12 months:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient. If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to each category of third party recipient.

You may request the above information beyond the 12-month period, but no earlier than January 1, 2022. If you do make such a request, we are required to provide that information unless doing so proves impossible or would involve disproportionate effort.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested, or if deletion of your Personal Data involves disproportionate effort. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Correction

You have the right to request that we correct any inaccurate Personal Data we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, if we decide, based on the totality of circumstances related to your Personal Data, that such data is correct. If your correction request is subject to one of these exceptions, we may deny your request.

Personal Data Sales and Shares Opt-Out

We will not sell or share your Personal Data, and have not done so over the last 12 months. To our knowledge, we do not sell or share the Personal Data of minors under 16 years of age.

Limit the Use of Sensitive Personal Information

Consumers have certain rights over the processing of their Sensitive Personal Information. However, we do not collect Sensitive Personal Information.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Exercising Your Rights under the State Privacy Laws

To exercise the rights described in this Privacy Policy, you must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data by sending the request from the registered email on file with the account, or by sending us the user identification ID for email-less accounts, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within the time period required by applicable law. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

Request to Limit the Use of Sensitive Personal Information

If you are a California resident, you may exercise your Right to Limit by using the following methods:

- Email us at hello@kindroid.ai

Request to Access, Delete, or Correct

You may submit a Valid Request for any other rights afforded to you in this Privacy Policy by using the following methods:

- Email us at: hello@kindroid.ai

If you are a California, Colorado or Connecticut resident, you may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at hello@kindroid.ai.

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time. To find out more about "Do Not Track," you can visit www.allaboutdnt.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

Law Enforcement Request or other Legal Process

We may share your Personal Data, including information about your interactions with our virtual AI humans, other users, or any of our other Services, with government authorities or other third parties if we are required to do so to comply with a legal obligation, or in the good faith belief that such action is necessary to comply with a legal obligation.

Contact Information

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

- <https://kindroid.ai>
- hello@kindroid.ai
- 5551 Hollywood Blvd, #1277, Los Angeles, CA 90028

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Copyright Dispute Policy

Effective date: June 28 2024

In accordance with the DMCA, we've adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

and (2) remove and discontinue service to repeat offenders.

Remember that your use of Kindroid's Services is at all times subject to the Terms of Use, which incorporates this Copyright Dispute Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

1. **Procedure for Reporting Copyright Infringements.** If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to Kindroid's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):
2. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
3. Identification of works or materials being infringed;
4. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
5. Contact information about the notifier including address, telephone number and, if available, email address;
6. A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
7. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
8. **Once Proper Bona Fide Infringement Notification is Received by the Designated Agent.** Upon receipt of a proper notice of copyright infringement, we reserve the right to:
9. remove or disable access to the infringing material;
10. notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
11. terminate such content provider's access to the Services if he or she is a repeat offender.
12. **Procedure to Supply a Counter-Notice to the Designated Agent.** If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:
13. A physical or electronic signature of the content provider;
14. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
15. A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
16. Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent at the following address:

Beautifully Incorporated
Attn: DMCA Designated Agent
5551 Hollywood Blvd, #1277
Los Angeles, CA 90028

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