

Terms & Conditions

AI Zodiac app

1. Acceptance of Terms

By downloading, accessing, or using the AI Zodiac app ("App"), you agree to be bound by these Terms & Conditions ("Terms"). If you do not agree with these Terms, please do not use the App. These Terms constitute a legally binding agreement between you and AI Zodiac.

2. User Age and Eligibility

You must be at least 13 years old to use the AI Zodiac app. If you are under the age of 13, you may only use the app with the explicit consent of a parent or legal guardian who agrees to these Terms on your behalf and takes responsibility for your use of the app.

3. App Description

AI Zodiac is a personalized horoscope predictions app with an advanced ASK AI mode, operated by artificial intelligence. The App offers personalized horoscopes in three distinct modes - Casual, Love, and Career, each generated based on your astrological profile to provide insights tailored to your unique personality and life circumstances. The ASK AI mode allows users to seek personalized answers to their questions using their astrological data.

4. Subscriptions and Payments

AI Zodiac offers three types of subscriptions: Weekly, Monthly, and Yearly, each unlocking the full potential of the App. The prices of these subscriptions are subject to change at any time, and existing subscribers will be notified in advance of any price adjustments. Payments for subscriptions are processed securely through Apple Pay or Google Pay.

Please note that AI Zodiac does not provide refunds for services that have already been performed or used during the subscription period. If you choose to cancel your subscription, it will remain active until the end of the paid period and will automatically renew unless canceled. Prorated refunds or credits for unused portions of the subscription are not offered.

Free Trial Terms: If offered, free trials to the app's premium features are subject to these Terms. Users must cancel before the end of the trial period to avoid being charged.

5. Entertainment and Disclaimer

The AI Zodiac app is designed solely for entertainment purposes. Predictions and responses generated by the app, including those in horoscope readings and AI responses, are for amusement and should not be used as a basis for making critical life decisions in personal, financial, medical, or legal matters. The accuracy of the app's content is not guaranteed, and should not be relied upon as factual or definitive advice.

6. User Conduct and Content

AI Zodiac features a blog where users can leave comments and engage in discussions. While AI Zodiac implements moderation to maintain a respectful environment, the App cannot guarantee complete protection against harassment, hate speech, and posting illegal content. If you encounter any inappropriate content or incidents, please report them to info@aizodiac.com. Violations may result in account suspension or termination.

User-Generated Content Policy: Users are responsible for the content they post on the app. By posting content, users grant AI Zodiac a non-exclusive, royalty-free license to use, reproduce, and display such content in connection with the app's services.

7. Third-Party Links

The App may contain links to third-party websites, services, or content. AI Zodiac is not responsible for the content, safety, or actions of these third-party websites or platforms. Users are encouraged to exercise caution and review the terms and privacy policies of third-party websites they visit through the App.

8. Termination

AI Zodiac reserves the right to terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including if you breach these Terms. All provisions of the Terms that should reasonably survive termination, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability, will continue to apply.

In the event that a paid user's access is terminated, AI Zodiac will refund funds for services that were not yet provided to the original payment method.

9. Interruptions and Downtime

While AI Zodiac strives to provide a reliable service, the App may experience interruptions or downtime due to various reasons, including maintenance, technical issues, or unforeseen circumstances. Users acknowledge that AI Zodiac is not liable for any losses or damages resulting from such interruptions, and no refunds or legal claims can be made against AI Zodiac in these cases.

10. No Price Disputes

Resolution of Financial Disputes: In the event of a dispute arising from or related to financial transactions or pricing under this agreement, the client/user agrees to engage in good faith negotiations to resolve the issue before initiating legal action.

Responsibility for Legal Costs: If a dispute escalates to legal proceedings, the client/user will be responsible for all associated legal costs. This includes, but is not limited to, court fees, attorney's fees, and other expenses incurred during the course of legal action.

Mandatory Mediation: Before any court action, the client/user agrees to mandatory mediation. The cost of mediation will be shared equally between the client/user and AI Zodiac. The mediation process must be completed within a reasonable timeframe, as determined by the mediator.

Jurisdiction and Applicable Law: Any legal action arising out of or related to this agreement shall be filed and conducted exclusively in the jurisdiction of the State of California, USA, and will be governed by the laws of this state, regardless of conflict of law principles.

Limitation on Claims: The client/user agrees to bring any claim related to this agreement within one year of the cause of action arising. Claims filed beyond this period will be considered waived and invalid.

Binding Decision: Any court ruling or mediated settlement shall be final and binding on the client/user, and they agree not to contest the decision or seek further legal remedies outside of these proceedings.

11. Intellectual Property

All content within the AI Zodiac App, which includes text, images, logos, designs, and anything else you see in the app, belongs exclusively to AI Zodiac. These things are protected by copyright laws, which means that only AI Zodiac has the legal right to use

them. You are not allowed to use, copy, or share any content from the app without our permission. This helps protect our unique content and brand.

12. Changes to the Service

AI Zodiac has the right to make changes to the app or even stop offering it altogether. We may do this for various reasons, such as improving the app or responding to changes in the world. We will do our best to let you know if there are significant changes or if we decide to discontinue the app, but we can't guarantee that we'll always be able to notify you in advance. So, it's a good idea to keep an eye on any messages or updates from AI Zodiac. We're committed to making the app the best it can be, and sometimes that means making changes.

13. Severability

If any provision of these Terms is deemed invalid, unenforceable, or unlawful by a court of competent jurisdiction, it shall not affect the validity and enforceability of the remaining provisions of these Terms. The parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely aligns with the intent and purpose of the original provision. The failure to enforce any provision of these Terms does not waive the right to enforce that provision or any other provision in the future.

14. Entire Agreement

These Terms & Conditions constitute the full agreement between you and AI Zodiac regarding the use of the app. These Terms supersede any prior discussions, negotiations, understandings, or representations, whether oral or written, regarding the subject matter covered in these Terms. Your continued use of the app following any updates or modifications to these Terms signifies your automatic acceptance of those changes.

15. Force Majeure

AI Zodiac shall not be liable for any delays, interruptions, or failures to perform its obligations under these Terms caused by unforeseen circumstances or events beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, strikes, labor disputes, war, terrorist acts, government orders or regulations, technical failures, or any other force majeure events. AI Zodiac will make reasonable efforts to mitigate the effects of such events and to resume performance as soon as reasonably

possible. In such cases, AI Zodiac will not be responsible for any damages or losses incurred by users as a result of these events.

16. Waiver

Any failure or delay by AI Zodiac to enforce or exercise any right or provision in these Terms shall not constitute a waiver of that right or provision unless expressly stated in writing. Waivers of rights or provisions in specific instances do not imply a waiver of those rights or provisions in future instances. AI Zodiac's failure to assert its rights or to insist upon strict compliance with these Terms does not constitute a waiver of such rights or provisions.

These clauses clarify the legal framework surrounding the Terms & Conditions, including the handling of invalid provisions, the scope of the agreement, the impact of unforeseen events, and the preservation of rights by AI Zodiac. Users should carefully review and understand these clauses as they govern the interpretation and enforcement of the Terms.

17. Limitation of Liability

Extent of Liability: AI Zodiac's liability for any indirect, incidental, or punitive damages is limited to the maximum extent permitted by law. In no event shall our aggregate liability exceed the amount paid by the user for the services during the six months preceding the claim.

18. Indemnification

User Indemnification Agreement: Users agree to indemnify, defend, and hold harmless AI Zodiac and its affiliates, officers, agents, and employees from any claims, damages, or legal expenses arising from their use of the app, including but not limited to violations of these Terms or infringement of third-party rights.

19. User Data and Privacy

Data Collection and Use: The AI Zodiac app respects user privacy and is committed to protecting your personal data. We collect information such as usage data, preferences, and astrological data to enhance user experience. This data is used to provide personalized horoscope readings and to improve app functionality. Data is stored securely and retained only as long as necessary for these purposes.

Compliance with Data Protection Laws: Our data practices are designed to comply with major data protection regulations, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

User Rights: Users have rights regarding their data, including the right to access, correct, or delete their personal information. Requests for data access or deletion can be made through our in-app settings or by contacting our support team.

20. Amendments to the Terms

Modification of Terms: AI Zodiac reserves the right, at its sole discretion, to modify, alter, or update these Terms & Conditions at any time. Such amendments may be necessary due to changes in the law, new regulatory requirements, improvements or enhancements made to our services, or other reasons deemed appropriate by AI Zodiac.

Notification of Changes: AI Zodiac will make reasonable efforts to notify users of any significant changes to the Terms & Conditions. Such notifications may be provided through the app interface, via email, or through other reasonable means of communication. The date of the latest update will be indicated at the top of the Terms & Conditions.

However, it is ultimately the user's responsibility to proactively check these Terms and Conditions periodically for any updates or changes, even in the absence of notifications. Continued use of the platform following the posting of changes will signify your acceptance of and agreement to those changes.

User's Acceptance of Changes: Continued use of the AI Zodiac app after any amendments to the Terms & Conditions will constitute the user's acceptance of such changes. If a user disagrees with the updated Terms, they should discontinue the use of the app immediately.

Feedback and Inquiries: Users are encouraged to provide feedback or inquiries regarding any changes to the Terms & Conditions. AI Zodiac will consider this feedback, but decisions on the final content of the Terms remain at the discretion of AI Zodiac.

21. Governing Law and Jurisdiction

These Terms & Conditions and your use of the AI Zodiac app are governed by and construed in accordance with the laws of the State of California, USA, without regard to

its conflict of law principles. This means that California laws will apply to any disputes or legal matters related to the app.

Any legal disputes, claims, or controversies that arise from or relate to these Terms or your use of the app will be exclusively subject to the jurisdiction of the state and federal courts located in the State of California, USA. By using the app, you consent to the personal jurisdiction of these courts and agree to waive any objections to the exercise of jurisdiction over you by such courts. This exclusive jurisdiction ensures that any legal matters will be handled within the jurisdiction where AI Zodiac is located.

22. Non-Endorsement

AI Zodiac does not endorse any third-party products, services, or content linked to within the app. Users are encouraged to exercise caution and review the terms and privacy policies of third-party websites or platforms they may access through the AI Zodiac app.

23. Contact Information for Legal Concerns

For further queries, concerns, or feedback related to legal matters, please contact our team at info@aizodiac.com.