

TERMS AND CONDITIONS OF USE OF "KIZURI"

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This document sets out the Terms and Conditions of Use (hereinafter, the "Terms and Conditions of Use") governing access to and use of the platform known as "KIZURI" (hereinafter, the "Platform" or "KIZURI"), KoAI Consulting FZCO, with Licence Number 58719 and registered office at Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates and contact email address [privacy@kizuri.app](mailto:privacy@kizuri.app).

### **1 Preliminary information**

KIZURI is a digital platform based on emotional artificial intelligence that allows users to interact with personalised virtual agents, developed from the voice, image and communication style of recognised influential people (hereinafter, "Influencer(s)"). Its aim is to provide an accessible, approachable and personalised emotional coaching experience, with a monthly subscription model.

Through the Platform, users can have guided conversations, listen to personalised advice and receive emotional support through virtual assistants that have been trained using content expressly authorised by each collaborating Influencer. The visual and vocal identity of these Influencers is an integral part of the experience and is presented in a transparent and clearly identifiable manner to the user.

Use of the Platform requires downloading the application from an official store (Google Play or App Store), acceptance of these Terms and Conditions of Use, and prior registration as a user.

Use of the Platform implies full and unreserved acceptance of these Terms and Conditions of Use, as well as the privacy policies, specific conditions and other applicable legal texts. If the user does not agree with their content, they must refrain from using the Platform.

KIZURI reserves the right to modify these Terms and Conditions of Use at any time. Any modification will be duly communicated to registered users and will take effect from the moment of publication. Continued use of the Platform after such publication implies acceptance of the new conditions.

### **2 Acceptance of the Terms and Conditions of Use and access to the Platform**

#### **2.1. Acceptance of the Terms and Conditions of Use**

By accessing, registering or using the services of the KIZURI Platform, the User declares that they have read, understood and expressly accepted these Terms and Conditions of Use (hereinafter, the "***Terms and Conditions of Use***"), which regulate the contractual relationship between the User and the owner of KIZURI.

These Terms and Conditions of Use constitute the general regulatory framework applicable to the use of the Platform, without prejudice to the fact that certain specific services may be subject to additional particular conditions which, where applicable, must also be accepted by the User. In any case, these Terms and Conditions replace and prevail over any other previous agreement, condition or provision that has not been expressly recognised by KIZURI.

The use of KIZURI implies the User's full, voluntary and unreserved acceptance of all the clauses contained in this document, as well as any applicable supplementary regulations. If the User does not agree with any of the terms set out herein, they must refrain from accessing, registering or using the Platform.

KIZURI reserves the right to modify, update or replace these Terms and Conditions of Use at any time, notifying Users by publishing the changes on the Platform or through the designated communication channels. Continued use of the Platform after such modifications have come into effect shall imply tacit acceptance of the new terms.

## **2.2. Definition of Users**

Any individual who accesses, browses, registers or uses any of the services offered by KIZURI, either through the mobile application or through any other digital interface made available by the owner of the Platform, is considered a **"User"** of the Platform.

Use of the services is conditional upon compliance with the registration requirements and express acceptance of these Terms and Conditions of Use. By completing the registration process, the User declares that they are of legal age and have the legal capacity to enter into binding contracts in their country of residence. In the case of minors under the age of 16, use of the Platform will only be permitted with the express and verifiable authorisation of their legal representatives, who will assume full responsibility for the minor's use of the Platform.

The services offered by KIZURI are intended exclusively for individuals who wish to access a personalised emotional support experience through virtual agents developed with artificial intelligence technology. Its use for medical, psychological, therapeutic or mental health purposes, as well as by legal entities, is expressly prohibited, unless expressly authorised in writing by KIZURI.

User status implies compliance with all the terms set out in this document, as well as any other regulations or specific conditions that may be applicable. KIZURI reserves the right to deny access or to temporarily or permanently suspend the account of any User who fails to comply with the provisions herein or makes fraudulent, abusive or inappropriate use of the Platform.

## **2.3.Regulation of Services Provided**

The services offered through the KIZURI Platform shall be governed by the set of rules, conditions and criteria that are applicable, including:

- i. These Terms and Conditions of Use, which establish the general framework for the relationship between Users and KIZURI;
- ii. The Specific Conditions that may be established for certain services, features or subscription plans available on the Platform, which must be expressly accepted by Users in order to access them;
- iii. The legislation in force and applicable at any given time, including consumer and user protection regulations, regulations on electronic commerce, intellectual property, personal data protection, image rights and any other legal or regulatory provision applicable to KIZURI's activity in the different territories in which it operates;
- iv. The principles of good faith, contractual loyalty and diligent use of the Platform, as well as generally accepted practices in the digital environment and services based on artificial intelligence.

## **2.4. Access to the Platform**

Access to the Platform is limited to those persons who meet the requirements set out in these Terms and Conditions and, in particular, to those who:

- a) Have accessed it through the official channels enabled by KIZURI, whether through a web browser, application or other authorised digital environment;
- b) Have completed the corresponding registration process, providing accurate, complete and up-to-date information, and have expressly accepted these Terms and Conditions of Use;
- c) Are of legal age in accordance with applicable legislation or, where applicable, have the proper authorisation from their legal representatives;
- d) Have taken out, where applicable, a valid subscription in accordance with the terms offered by KIZURI, and have authorised the corresponding charge for the services provided, where applicable.

KIZURI reserves the right to restrict, suspend or cancel access to the Platform to those users who breach these Terms and Conditions, or whose conduct, in KIZURI's opinion, may compromise the security, integrity, legality or reputation of the Platform or its services. Similarly, access may be denied to anyone who does not meet the minimum technical, legal or contractual conditions necessary for the proper use of the service.

## **2.5. Technical requirements**

In order to use the Platform, the User must have a device with internet access and a browser or operating system compatible with the technologies used by KIZURI. It shall also be the User's responsibility to have the necessary configuration, software and connections for the proper functioning of the service.

KIZURI does not guarantee that the Platform is compatible with all existing devices, operating systems or software versions, and is not responsible for any inability to access or incorrect operation resulting from the technical configuration of the User's device.

It is the User's responsibility to verify that their equipment meets the minimum recommended requirements, as well as to keep their systems and tools up to date to ensure a safe and stable user experience.

#### **2.6. Transparency regarding AI**

The User acknowledges and accepts that the responses and voice reproduced on the Platform are generated by artificial intelligence systems licensed by the relevant collaborators. KIZURI will clearly display this condition before and during the interaction. The service is for non-therapeutic emotional support and does not replace medical, psychological, legal or emergency advice.

### **3 Purpose**

3.1. The purpose of these Terms and Conditions of Use is to regulate the User's access, navigation, registration and use of the Platform owned by KIZURI, as well as the conditions applicable to the services offered on it.

3.2. The Platform is designed as an emotional artificial intelligence system that allows Users to interact, through personalised digital agents, with voices and content generated from the collaboration of recognised figures (influencers, coaches, mentors, etc.). Its purpose is to provide emotional support, motivation and personal improvement services through advanced conversational technologies.

3.3. Access to and use of the Platform necessarily implies the User's acceptance of these Terms and Conditions and, where applicable, any other applicable regulations or policies, including specific conditions that may be established for specific services within the KIZURI environment.

### **4 Use of the Platform**

4.1. Users undertake to use the Platform, its functionalities and content in accordance with applicable legislation, these Terms and Conditions of Use, good faith and general principles of conduct in digital environments. In particular, Users shall refrain from using

the Platform for illegal or fraudulent purposes or for purposes that may be detrimental to KIZURI, its collaborators or third parties.

4.2. The User undertakes not to use the Platform for commercial or advertising purposes other than those expressly permitted, nor to introduce content or links that could damage, disable or overload KIZURI's infrastructure, interfere with its proper functioning or negatively affect the experience of other users.

4.3. Likewise, the User undertakes to refrain from actions that may constitute an attempt to gain unauthorised access to other people's accounts, computer systems, restricted areas of the Platform, other users' personal information or any other type of protected data, whether through intrusion techniques, automated collection or reverse engineering.

4.4. KIZURI may suspend, restrict or cancel access to the Platform for any User who breaches these Terms and Conditions, without prior notice and without prejudice to any legal action that may be taken. Similarly, it reserves the right to take the necessary technical, legal or contractual measures to ensure the proper functioning and security of the digital environment it makes available to the User.

## **5 Subscriptions**

5.1. Access to the full functionality of the Platform may require subscription to one of the plans established by KIZURI. The financial conditions, frequency, included features and other details relating to the different subscription options will be available at all times on the official KIZURI website or through the channels provided for this purpose.

5.2. The User must select the plan that best suits their needs and make the corresponding payment using the means provided by KIZURI. Taking out a subscription implies payment of the established price, with the frequency indicated, and acceptance of the specific terms indicated for that type of subscription.

5.3. KIZURI reserves the right to suspend, limit or delete the User's account in the event of non-payment, attempted fraud in the subscription process, revocation of the means of payment, or any other breach related to the financial obligations assumed by the User. In such cases, KIZURI may proceed without prior notice, without prejudice to any legal claims that may arise from damages resulting from the breach.

5.4. Likewise, KIZURI reserves the right to modify, update or delete existing subscription modalities, notifying the affected Users in advance.

5.5 Right of withdrawal. If the User contracts as a consumer in the EU, they have 14 calendar days to withdraw without justification, unless the exception in section 5.6 applies.

5.6. Exception for digital content/services. By logging in after purchase or activating immediate access, the User consents to the immediate execution of the service and acknowledges that they lose their right of withdrawal with respect to the period already enjoyed (Art. 103.m TRLGDCU).

5.7. Pro rata calculation. If the User exercises their right of withdrawal within 14 days and has not consented to immediate execution, KIZURI will refund the amount paid on a pro rata basis for the unused portion of the period.

5.8. Renewal and cancellation. Subscriptions are automatically renewed for equal periods until cancelled:

a) Web/Stripe: from the Customer Portal linked in the App. Cancellation prevents future charges; access is maintained until the end of the cycle.

b) App Store/Google Play: cancellation must be done in the corresponding store; KIZURI cannot manage these charges directly.

5.9. Price changes. KIZURI may update prices or plans with a minimum of 30 days' notice by email or within the App. If the User is not satisfied, they may cancel before the next renewal. The changes do not affect the cycle already paid for.

## **6 Information about KIZURI services**

6.1. The KIZURI Platform uses artificial intelligence technology to offer its functionalities, including, where applicable, digital agents that interact with the User using synthesised voices and visual representations associated with real people —such as influencers or collaborators— who have contractually authorised the limited use of their identity, image and voice.

6.2. The User acknowledges and accepts that these voices, images and responses are generated by artificial intelligence systems trained from samples provided by these collaborators, and that their behaviour, communication style or responses may not exactly match the opinions, expressions or real personality of the influencer represented.

6.3. Given the automated, probabilistic and evolutionary nature of the technology used, KIZURI does not guarantee the accuracy, consistency or adequacy of the responses generated by artificial intelligence, nor is it responsible for any errors, omissions or misinterpretations resulting from its operation.

6.4. KIZURI also does not guarantee that digital representations (whether by voice or image) faithfully reproduce the identity of the collaborator in all contexts, nor that the interaction corresponds to real human intervention.

6.5. All information provided through the Platform, including descriptions, representations, functionalities or content generated by AI, is for guidance only and is not binding. KIZURI undertakes to correct any errors detected as quickly as possible, but shall not be liable for any decisions made by the User based on such content, except in cases where this is expressly required by applicable law.

6.6. User Content. Texts and messages entered by the User ("User Content") are processed exclusively for the purpose of providing the service (generation of responses, history, metrics).

6.7. No default training. Unless expressly consented to by the User, KIZURI will not use User Content or the User's voice to train its own or third-party models beyond what is strictly necessary to operate the Platform.

## **7 Responsibility**

7.1. Access to and use of the Platform is the sole and exclusive responsibility of the User. KIZURI does not guarantee uninterrupted availability or the absence of errors in the operation of the Platform, nor is it responsible for possible service interruptions or technical failures that may occur for reasons beyond its reasonable control.

7.2. KIZURI shall not be liable for damages of any kind that may arise from the use of the Platform, including, but not limited to:

- a) errors or omissions in automatically generated content;
- b) decisions made by the User based on interactions with virtual agents;
- c) technical malfunction of the User's systems, their Internet connection or interoperability with third parties;



d) unauthorised access to accounts resulting from the User's failure to comply with their obligations to safeguard their credentials;

e) loss of information due to technical causes, cyber attacks or force majeure.

7.3. KIZURI uses artificial intelligence technology to generate certain services offered on the Platform, including interaction with personalised agents based on the voice and image of third-party collaborators. The User expressly acknowledges that such responses, statements or behaviours generated by AI:

- do not constitute professional or human advice,
- may contain errors or inaccurate interpretations, and
- do not necessarily represent the opinion, will or real personality of the collaborator or influencer whose voice or image is reproduced.

Consequently, KIZURI assumes no responsibility for the results or expectations that the User derives from the use of such AI-generated content.

7.4. KIZURI does not guarantee that the images, avatars or voices used on the Platform will always match the real identity of the influencer or contributor represented, nor is it responsible for any subjective interpretation that the User may make of their character, style, messages or behaviour.

7.5. In any case, the total liability assumed by KIZURI, whatever the cause, shall be limited to the total amount actually paid by the User during the three (3) months prior to the date on which the event giving rise to such liability occurred.

## **8 Intellectual Property**

8.1. All intellectual and industrial property rights relating to the Platform, its source code, design, structure, functionalities, audiovisual content, informational materials, databases, trademarks, logos, trade names and other distinctive elements are the exclusive property of KIZURI or are used under licence, authorisation or agreement with third-party collaborators.

8.2. The User undertakes to respect at all times the intellectual and industrial property rights of KIZURI or its legitimate owners, refraining from reproducing, distributing, publicly communicating, transforming, modifying, decompiling, reverse engineering, extracting or reusing all or part of the content available on the Platform, unless expressly authorised in writing by its owners.

8.3. In particular, content generated by artificial intelligence that incorporates image, voice or style elements associated with collaborators, creators or influencers who have authorised its exclusive use within the Platform is also protected. Such content may not

be downloaded, used outside authorised environments, or commercially exploited by the User.

8.4. Access to or use of the Platform does not confer on the User any rights over the trademarks, trade names, designs, voices or images of virtual agents or other content present on the Platform, all of which are considered elements protected under the rights corresponding to KIZURI or its collaborators.

8.5. If the User detects the existence of content that they consider to be infringing their own rights or those of third parties, they may report it via the Platform's contact email address. KIZURI will assess each case with the utmost diligence and, if appropriate, take the necessary measures.

## **9 Data Protection**

9.1. Use of the Platform involves the processing of the User's personal data. KIZURI undertakes to treat such data with complete confidentiality, respecting the privacy of users at all times and applying the appropriate technical and organisational measures to ensure its security.

9.2. Data processing is carried out for the purpose of providing the services offered by the Platform, managing User access, improving their experience, making personalised recommendations, offering support, preventing fraud and, where appropriate, sending communications related to the service.

9.3. Some processing may involve the use of artificial intelligence tools in order to adapt the Platform's functionalities to the User's preferences and needs. These tools operate according to predictive or generative models that may not be accurate, and therefore KIZURI is not responsible for any decisions made by the User based solely on the results offered by these functionalities.

9.4. If the User has provided access to external accounts or platforms (such as social networks or third-party services), KIZURI will only access the data strictly necessary to provide the requested service, and will never use it for other purposes without express consent.

9.5. The User may exercise their rights of access, rectification, erasure, objection, restriction of processing or portability of their data at any time by sending a request to the contact email address provided on the Platform.

9.6. For more information on how we process personal data, Users may consult our Privacy Policy, available at the following link: [\[Include link to updated privacy policy\]](#).

9.7. Legal basis. The processing is based on the performance of the contract (Art. 6.1.b GDPR) and, for specific elements (e.g. voice with possible biometric characteristics or commercial communications), on the User's consent (Art. 6.1.a and 9.2.a GDPR), which may be withdrawn at any time.

9.8. Retention. Chat histories and metrics: up to 24 months from the last activity and, thereafter, anonymisation or deletion; payment/billing records: according to legal deadlines.

9.9. Sub-processors and transfers. KIZURI may use providers (hosting, analytics, TTS, payments) as processors (Art. 28 GDPR), with contracts that prohibit training with User data and guarantee appropriate measures. If there are transfers outside the EEA, Standard Contractual Clauses or other valid mechanisms will be used.

9.10. Breaches. KIZURI shall notify the competent authority and, where appropriate, the User of any relevant security breaches, in accordance with the GDPR, within a period not exceeding 72 hours from becoming aware of them.

## **10 Modifications**

The information published on the App, Website and other official channels is current as of the date of its last update. KIZURI may update these T&Cs, the Privacy Policy or related documentation, which shall take effect upon publication. In the event of material changes, reasonable notice and an option to cancel shall be offered before they take effect.

## **11 Nullity and effectiveness of clauses**

All clauses or provisions of these terms and conditions of use must be interpreted independently and autonomously, and the rest of the provisions shall not be affected if one of them is declared null and void by a final court ruling or arbitration award. The affected clause or clauses shall be replaced by another or others that preserve the effects pursued by the Terms and Conditions.

## **12 Language**

KIZURI may translate these Terms and Conditions or any other policy that may be published on the Platform. The English version shall prevail in the event of any conflict with other translations.

## **13 Right of exclusion**

KIZURI reserves the right to deny or withdraw access to the portal and/or the services offered without prior notice, at its own request or that of a third party, to those users who fail to comply with these Terms and Conditions.

## **14 Out-of-court dispute resolution**

For the resolution of any discrepancy, issue or claim arising directly or indirectly from the interpretation or execution of these Terms and Conditions, the parties waive any jurisdiction that may correspond to them and submit to the jurisdiction of the Courts and Tribunals of the city of the Customer User's domicile.

Pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, KIZURI informs you that, in the event of a dispute, Users residing in the European Union may use the "Online Dispute Resolution Platform" developed by the European Commission in order to attempt to resolve any dispute arising from the provision of services by KIZURI out of court.

The Customer User can access the "Online Dispute Resolution Platform" via the following link: <http://ec.europa.eu/consumers/odr/>

## **15 Acceptable Use Policy (AUP)**

15.1. Prohibitions on content and purpose. The User shall not use the Platform for:

- a) Therapy, diagnosis or medical/psychological emergencies; in case of crisis, call the emergency telephone number or equivalent local resource.
- b) Promoting, soliciting, or instructing self-harm, suicide, violence, or illegal activities.
- c) Harassment, hatred or discrimination based on race, sex, religion, orientation, disability or other protected characteristics.
- d) Explicit sexual content, exploitation of minors or activities that violate the rights of third parties.
- e) Intentional misinformation, political manipulation, or coordinated campaigns.
- f) Infringement of intellectual property, image rights or privacy.

15.2. Technical prohibitions. The following are prohibited:

- a) Scraping, mass mining, automation or circumvention of rate limits;
- b) Reverse engineering, decompilation or extraction of models/voice;
- c) Attempting to clone third-party voices with system outputs or creating competing systems with KIZURI material;

d) Use of the account by third parties or shared credentials.

15.3. Measures. KIZURI may apply limitations, suspension or closure of accounts in the event of non-compliance, and activate downgrading of functions (e.g., limiting TTS) for security/cost/abuse reasons.

15.4. Security signals. KIZURI may display help resources (e.g., helplines) when it detects risk indicators, without replacing professional care.