

Saga - Terms of Use

Provided by ForeverFrom Inc. · Effective Date: June 1st, 2026

These Terms of Use (“Terms”) govern access to and use of the Saga platform and related services, software, websites, applications, APIs, and other offerings (collectively, the “Services”) provided by ForeverFrom Inc. (“ForeverFrom,” “we,” “us,” or “our”). The Saga platform enables an organization to build, configure, and deploy “digital humans” - AI models of specific people that preserve and scale their knowledge, voice, and judgment.

These Terms form a binding agreement between ForeverFrom and the organization that registers for, purchases, or uses the Services (the “Customer”). By accepting these Terms, signing an Order Form, or accessing the Services, the person doing so represents that they are authorized to bind the Customer, and the Customer agrees to be bound by these Terms. Where a separately negotiated Master Services Agreement or Order Form exists between ForeverFrom and the Customer, that agreement controls in the event of a conflict.

Use of the Services is also governed by the Saga Privacy Policy and Acceptable Use Policy, which are incorporated by reference. The Privacy Policy describes how data is processed and the respective data-protection roles of the parties.

1. Definitions

- **“Customer”** means the organization that contracts for or uses the Services.
- **“Authorized User”** means an individual (such as an employee or contractor of the Customer) whom the Customer permits to access and operate the Services on its behalf.
- **“Subject”** means the specific individual whose knowledge, voice, likeness, or persona is modeled in a digital human (for example, a subject-matter expert, advisor, receptionist, agent, or executive).
- **“Digital Human”** means an AI model built, configured, or deployed through the Services that represents a Subject.
- **“End User”** means any person who interacts with a deployed Digital Human (for example, a customer, patient, or member of the Customer’s workforce).
- **“Input”** means the data, documents, knowledge, conversations, recordings, voice or likeness materials, and other content the Customer or its Authorized Users submit to the Services.
- **“Output”** means content generated by the Services in response to Input or in the course of operating a Digital Human.
- **“Customer Content”** means Input and Output collectively.

2. Eligibility, Accounts & Authority

Organizational use. The Services are intended for use by organizations and their Authorized Users in a professional capacity. They are not offered to consumers for personal, family, or household purposes.

Authorized Users. Each Authorized User must be at least 18 years old (or the age of majority in their jurisdiction). The Customer is responsible for all activity under its account and its Authorized Users’ credentials, for keeping credentials confidential, and for promptly notifying us of any suspected unauthorized access.

End Users and minors. The Services are not directed to children, and we do not knowingly collect personal information directly from children. A Customer may, however, choose to deploy a Digital Human to End Users who are minors (for example, in educational, cultural, or pediatric settings). Where it does so, the Customer is solely responsible for obtaining any required parental or guardian consent and for complying with all laws applicable to such deployment, including the U.S. Children’s Online Privacy Protection Act (COPPA) and equivalent regimes.

Authority. The individual accepting these Terms represents and warrants that they have authority to bind the Customer and that all obligations apply to the Customer.

Account information; updates. The Customer must provide accurate, current, and complete registration information. We may push software updates, patches, and improvements to the Services from time to time.

3. Subjects, Consent & Rights to Content

Customer responsibility for Subjects. Building or operating a Digital Human requires modeling a real person. The Customer represents and warrants, on an ongoing basis, that for each Subject it has:

- Obtained the Subject’s informed, written consent to create, train, operate, and (as applicable) commercially deploy a Digital Human based on that Subject’s knowledge, voice, likeness, and persona;
- All rights, licenses, and permissions necessary to submit the Input associated with that Subject, including any third-party or proprietary knowledge, documents, and recordings; and
- A lawful basis to provide any personal data contained in the Input under applicable data-protection law.

Withdrawal of consent. The Customer is responsible for honoring any withdrawal of consent by a Subject and for instructing us to disable or delete the corresponding Digital Human. We will act on the Customer’s documented instructions in accordance with the Privacy Policy and any applicable Data Processing Agreement.

Ownership of Input. As between the parties, the Customer retains all right, title, and interest in its Input. The Customer grants ForeverFrom a limited license to host, process, and use the Input solely to provide, maintain, and secure the Services for the Customer.

Ownership of Output. To the extent permitted by law, ForeverFrom assigns to the Customer all right, title, and interest in the Output generated for it, conditioned on the Customer’s compliance with these Terms.

4. Permitted Use & Restrictions

Subject to these Terms, the Customer may access and use the Services to build, configure, deploy, and operate Digital Humans for its internal and customer-facing business purposes. The Customer and its Authorized Users may not:

- Violate applicable law or regulation, or infringe the privacy, publicity, intellectual-property, or other rights of any person;
- Submit Input the Customer does not have the rights or consents to provide, including any Subject’s voice or likeness without consent under Section 3;
- Reverse engineer, decompile, or attempt to derive the source code, model weights, architecture, or algorithms underlying the Services, except to the extent this restriction is prohibited by law;
- Scrape, extract, or harvest data except as expressly permitted, or circumvent rate limits, quotas, or security or safety mechanisms;
- Use Output to build or train a competing model or service, except as expressly permitted in writing;

- Create or deploy a Digital Human of a person without that person's consent, or otherwise use the Services to impersonate, defame, or deceive;
- Misrepresent Output as human-generated where doing so is deceptive or unlawful, or fail to make any AI-disclosure required by law; or
- Interfere with, degrade, or compromise the integrity, security, or availability of the Services or any other customer's use of them.

We may update our usage requirements over time. Material changes will be communicated as described in Section 12. The Acceptable Use Policy contains further detail and is incorporated by reference.

5. AI Processing & Subprocessors

The Services use third-party artificial-intelligence infrastructure to provide their capabilities. ForeverFrom currently uses **Google** (including Google Cloud / Vertex AI services) for model inference, voice processing, and conversational features. Such providers act as subprocessors, processing data on ForeverFrom's documented instructions under applicable data-processing agreements. Where the Customer elects a bring-your-own-cloud (BYOC) deployment, Customer Content is processed within the Customer's own cloud environment, and the Customer is responsible for that environment's configuration and security.

Customer acknowledgment. The Customer acknowledges that Input may be transmitted to and processed by such providers; that ForeverFrom selects reputable providers whose published API terms state that API inputs are not used to train their foundation models, but that ForeverFrom does not control those providers' underlying infrastructure or future practices; and that ForeverFrom will notify the Customer of material changes to a provider's policies that affect Customer Content. A current list of subprocessors is available on request and is maintained as described in the Privacy Policy.

6. AI Outputs, Reliance & Human Oversight

Artificial intelligence and large language models are evolving technologies subject to limitations in accuracy, reliability, and safety. The Customer acknowledges and agrees that:

- Output may be inaccurate, incomplete, or misleading, even when it appears detailed or authoritative;
- Output does not constitute legal, medical, financial, or other professional advice, and is not a substitute for the judgment of a qualified professional or the Subject being modeled;
- A Digital Human is a tool to assist and scale human expertise, not to replace human accountability; the Customer is responsible for maintaining appropriate human oversight of any Output used in decisions affecting individuals;
- The Customer is solely responsible for how it deploys Digital Humans and for any decisions made by it or its End Users in reliance on Output; and
- Output may resemble other customers' Output because the Services share underlying model architectures.

Content moderation. We may, without liability, remove, block, or restrict Content that violates these Terms, applicable law, or third-party rights, or where reasonably necessary for safety, security, or compliance.

7. Orders, Fees & Payment

Orders and plans. Access to the Services is provided under an Order Form, subscription plan, or other commercial arrangement, which may include platform fees, usage-based charges, or both. Plans distributed

through third-party application stores (for example, the Essential, Professional, and Premium tiers) are subject to the applicable store's billing terms in addition to these Terms.

Payment. The Customer will provide valid payment information and authorizes ForeverFrom (or its payment processors) to charge applicable fees. Fees are non-refundable except as required by law or expressly stated in an Order Form. If payment fails, we may suspend or restrict access until resolved.

Price changes. For increases affecting an existing subscription term, we will provide at least thirty (30) days' prior notice, and the Customer may decline by not renewing.

Term, renewal & cancellation. Unless an Order Form states otherwise, subscriptions renew for successive periods and may be cancelled effective at the end of the then-current period. We do not provide refunds for partial periods. Downgrades take effect at the start of the next billing cycle.

8. No Advertising; No Sale of Data; No Training on Customer Content

The Saga platform does not display third-party advertising, does not sell Customer Content or personal data, and does not use Customer Content to train ForeverFrom's or any third party's foundation models. We use Customer Content only to provide, secure, and support the Services for the Customer, and we may use aggregated and de-identified operational data - which does not identify the Customer, any Subject, or any End User - to maintain and improve the Services.

9. Suspension, Termination & Data Return

By the Customer. The Customer may stop using the Services or terminate in accordance with its Order Form.

By ForeverFrom. We may suspend or terminate access if the Customer materially breaches these Terms, if the Customer's activity poses a risk of harm to the Services, other customers, Subjects, or third parties, or if we are required to do so by law.

Effect of termination. On termination, the Customer's right to use the Services ceases. Sections concerning ownership, confidentiality, disclaimers, limitation of liability, indemnification, and dispute resolution survive.

Data return and deletion. On termination, and at the Customer's request, we will make Customer Content available for export for a limited period and will then delete it in accordance with the Privacy Policy, any Data Processing Agreement, and applicable law, except for backups or de-identified data retained as permitted.

10. Confidentiality

Each party may receive confidential information of the other. The receiving party will use such information only to perform under these Terms, will protect it with reasonable care, and will not disclose it except to personnel and advisors with a need to know who are bound by confidentiality obligations, or as required by law. Customer Content is the Customer's confidential information.

11. Disclaimers

Except as expressly stated in a signed agreement, the Services are provided "as is" and "as available." To the maximum extent permitted by law, ForeverFrom disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services or Output will be uninterrupted, error-free, or suitable for professional reliance. We are not responsible for third-party content, integrations, or services.

12. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, or punitive damages. Each party's total aggregate liability arising out of or relating to these Terms will not exceed the total fees paid or payable by the Customer to ForeverFrom in the twelve (12) months preceding the event giving rise to the claim [confirm cap multiple with counsel].

These limitations do not apply to: (a) the Customer's payment obligations; (b) either party's indemnification obligations; (c) the Customer's breach of Sections 3 (Subject consent) or 4 (Restrictions); (d) a party's gross negligence or willful misconduct; or (e) liabilities that cannot be limited under applicable law.

13. Indemnification

By the Customer. The Customer will indemnify, defend, and hold harmless ForeverFrom and its affiliates and personnel from claims, damages, liabilities, and costs (including reasonable attorneys' fees) arising from: the Customer's Input or use of the Services; its breach of these Terms or applicable law; its failure to obtain Subject consent or rights to Content under Section 3; or its deployment of a Digital Human.

By ForeverFrom. ForeverFrom will indemnify the Customer against third-party claims that the Services, as provided by ForeverFrom and used in accordance with these Terms, infringe that third party's intellectual-property rights, excluding claims arising from Customer Content or the Customer's configuration or deployment choices.

14. Governing Law & Dispute Resolution

Informal resolution. Before initiating formal proceedings, the parties will attempt in good faith to resolve any dispute through their designated contacts for at least thirty (30) days.

Arbitration. Except for claims for injunctive or equitable relief to protect intellectual property or confidential information, any unresolved dispute arising out of or relating to these Terms will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, seated in New York, New York. Judgment on the award may be entered in any court of competent jurisdiction.

Governing law & venue. These Terms are governed by the laws of the State of New York, without regard to conflict-of-laws principles. Any court action permitted under these Terms will be brought exclusively in the state or federal courts located in New York County, New York, and the parties consent to personal jurisdiction there. Nothing in this Section limits mandatory rights under applicable EU or UK law for parties established there.

15. Changes to These Terms & the Services

We may update these Terms from time to time. For material changes that adversely affect the Customer's rights, we will provide notice by email or in-product notice; continued use after the effective date constitutes acceptance. We may add, modify, or discontinue features of the Services, and will give reasonable notice of material reductions to a contracted Service.

16. Export Controls & Trade Compliance

The Customer may not access or use the Services from, or on behalf of any party located in, a country or territory subject to U.S. trade embargoes or sanctions, and represents that it and its Authorized Users are not prohibited from receiving U.S.-origin services.

17. Miscellaneous

- Neither party may assign these Terms without the other's consent, except in connection with a merger, acquisition, or sale of substantially all assets, on notice.
- If any provision is held invalid, the remainder remains in effect.
- No failure or delay in exercising a right waives it.
- These Terms, together with the Privacy Policy, Acceptable Use Policy, and any Order Form or Master Services Agreement, form the entire agreement between the parties regarding the Services.
- Affiliates, licensors, and authorized service providers may be third-party beneficiaries of relevant provisions.

18. Contact

ForeverFrom Inc., 635 West 59th Street, New York, NY 10019

General: support@joinsaga.com · Legal: legal@joinsaga.com · Misuse: abuse@joinsaga.com