Terms and Conditions

Welcome to Relativ.ai ("the Service"). By accessing or using the Service, you agree to be bound by these Terms and Conditions ("Terms"). Please read them carefully before using the Service.

1. Use of the Service
    1.1. User Conduct: You agree to use the Service in accordance with all applicable laws and regulations. You are solely responsible for all content and activities occurring under your account.
    1.2. Prohibited Activities: You agree not to engage in any of the following prohibited activities:
    - Unauthorized access to or use of the Service.
    - Breaching security measures or attempting to disrupt the Service.
    - Transmitting any viruses, worms, or malicious code.
    - Violating any third-party rights or infringing any intellectual property rights.

    1.3. AI Security: You acknowledge and agree that all user sessions are monitored and tracked for security purposes, including but not limited to detecting and preventing prompt injection, prompt leaking, and other AI attacks.

2. Data Privacy
    2.1. Data Collection: By using this application, you consent to the recording of your audio inputs for the purposes of generating AI-driven feedback and analytics.
    2.2. Anonymization: We take your privacy seriously. All data collected is anonymized and stripped of personally identifiable information (PII) before processing unless explicitly requested and consented to as part of an engagement.

3. Data Usage
    3.1. AI Model Training: We currently do not use your data to train our AI models, and these models are closed with no live learning capabilities. While we do not currently use your personal data for AI model training, we reserve the right to use anonymized and aggregated data for improving our services, which may include enhancing AI models and other functionalities in the future. By using our services, you consent to the collection, use, and processing of your data as described in this Privacy Policy and Terms and Conditions.

4. Intellectual Property
    4.1. Ownership: All content and materials available on the Service, including but not limited to text, graphics, logos, images, and software, are the property of Relativ.ai, Inc. or its licensors.
    4.2. Use of AI Models: The Service utilizes multiple proprietary, open source, and closed source AI models, including but not limited to large language models. Your use of the Service is also governed by the terms and conditions of these models as specified by their respective policies.

5. Disclaimer of Warranties

5.1. General: The Service is provided "as is" without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

5.2. AI Model Limitations: The accuracy and reliability of the AI-driven features of the Service may vary based on the nature and quality of the input data and the limitations inherent in large language models.

6. Limitation of Liability

6.1. Exclusion: In no event shall Relativ.ai, Inc. be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

7. Indemnification

7.1. Defense: You agree to defend, indemnify, and hold harmless Relativ.ai, Inc. and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.

8. Governing Law

8.1. Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of the United States of America and the State of Oregon, without giving effect to any conflict of law principles.

9. Changes to Terms

9.1. Modification: Relativ.ai, Inc. reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we may provide notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By using the Service, you agree to abide by these Terms and Conditions. If you have any questions or concerns regarding these Terms, please contact us at info@relativ.ai