

TERMS OF USE

Terms of Use

Effective June 1, 2026

These Terms of Use govern your access to and use of Fauna and its related websites, applications, and services. Please read them carefully before using the Services.

These Terms of Use ("Terms") form a binding agreement between you and AntFarm AI Inc. ("AntFarm AI Inc", "we", "us", or "our") and govern your access to and use of Fauna and its related websites and applications (collectively, the "Services"), available at faunakit.com. By accessing or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

1. Eligibility and Accounts

You must be at least 13 years old (or the minimum age of digital consent in your jurisdiction) and able to form a binding contract to use the Services. You are responsible for the accuracy of your registration information, for maintaining the confidentiality of your credentials, and for all activity under your account. Notify us promptly of any unauthorized use.

2. The Services

Fauna lets you connect third-party communication accounts and view, organize, send, and manage messages and related content in one interface, and use optional AI-powered features. We may add, modify, or remove features at any time. The Services may depend on third-party platforms that we do not control and that may change or restrict their availability.

3. Third-Party Integrations

When you connect a third-party account, you authorize us to access and use that account as needed to provide the Services. Your use of each third-party service is governed by that provider's own terms and policies, and you are responsible for complying with them. We are not responsible for the acts, omissions, availability, or content of third-party services.

4. Acceptable Use

You agree not to:

- Use the Services to send spam or unlawful, harassing, defamatory, infringing, or harmful content, or to violate any applicable law or third-party rights.
- Access, scrape, or use the Services or other users' data without authorization, or attempt to breach or circumvent security or rate limits.
- Interfere with or disrupt the integrity or performance of the Services, or reverse engineer or attempt to extract source code except as permitted by law.
- Use the Services to build a competing product, or resell or sublicense the Services without our written consent.

5. Your Content

You retain ownership of the content you submit or transmit through the Services ("Your Content"). You grant us a limited, non-exclusive, worldwide license to host, store, process, transmit, and display Your Content solely to operate and provide the Services to you, including routing messages to your connected accounts and powering features you enable. You are solely responsible for Your Content and for having the rights necessary to submit it.

6. AI Features and Disclaimer

The Services may offer AI-generated drafts, suggestions, summaries, and other outputs. AI output may be inaccurate, incomplete, or unsuitable, and you are responsible for reviewing it before relying on or sending it. AI output is not professional advice. You must not use AI features in a manner that violates these Terms or applicable law.

7. Fees and Subscriptions

Certain features are offered for a fee or on a subscription or usage basis. Applicable prices and billing terms will be presented at the point of purchase. Unless otherwise stated or required by law, fees are non-refundable. Subscriptions renew automatically until cancelled, and you may cancel at any time effective at the end of the current billing period. We may change pricing prospectively with notice.

8. Intellectual Property

The Services, including all software, design, text, graphics, and trademarks (excluding Your Content and third-party materials), are owned by AntFarm AI Inc. or our licensors and are protected by intellectual-property laws. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Services for their intended purpose. All rights not expressly granted are reserved.

9. Termination

You may stop using the Services and delete your account at any time. We may suspend or terminate your access if you violate these Terms, if required by law, or to protect the Services or other users. Upon termination, your right to use the Services ceases, and provisions that by their nature should survive will survive.

10. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR THAT MESSAGES WILL BE DELIVERED OR SYNCED WITHOUT DELAY OR LOSS.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANT FARM AI INC. AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM OR RELATED TO YOUR USE OF THE SERVICES. OUR TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US FOR THE SERVICES IN THE TWELVE MONTHS BEFORE THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

12. Indemnification

You agree to indemnify and hold harmless AntFarm AI Inc. and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to your use of the Services, Your Content, or your violation of these Terms or applicable law.

13. Messaging Terms (SMS, MMS, and WhatsApp)

The Services use Twilio to send and receive SMS/MMS and WhatsApp messages. By using messaging features, you agree that: (a) you have obtained all consents required to message the people you contact; (b) you will comply with all applicable laws and the requirements of Twilio, mobile carriers, and messaging providers, including the Twilio Acceptable Use Policy, the CTIA Messaging Principles and Best Practices, and applicable anti-spam and consumer-protection laws such as the TCPA and CAN-SPAM; (c) message and data rates may apply and message frequency varies; (d) recipients may opt out at any time by replying STOP and may reply HELP for assistance; and (e) carriers and providers are not liable for delayed or undelivered messages. You are solely responsible for the messages you send through the Services.

14. Governing Law and Disputes

These Terms are governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws rules. You agree that the state and federal courts located in the State of Delaware, United States will have exclusive jurisdiction over any dispute arising from these Terms or the Services, and you consent to personal jurisdiction and venue there, except where prohibited by applicable law.

15. Changes to These Terms

We may modify these Terms from time to time. We will post the updated Terms with a revised effective date and, where appropriate, provide additional notice. Your continued use of the Services after an update constitutes acceptance of the revised Terms.

16. Contact Us

Questions about these Terms can be directed to support@faunakit.com.