

Ava — Terms of Service

Operated by beacon2

Effective Date: May 8, 2026

1. ACCEPTANCE OF TERMS

By downloading, installing, or using Ava ("the App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the App. These Terms constitute a legally binding agreement between you and beacon2 ("we," "us," or "our").

2. DESCRIPTION OF SERVICE

Ava is an audio journaling app designed for mental health tracking. The App allows you to:

- Record voice notes (up to 2 minutes each)
- Log mood check-ins (Happy, Sad, or Mixed)
- Receive AI-generated summaries and sentiment analysis of your voice entries
- Review your journal history

Ava is not a medical device, therapeutic service, or substitute for professional mental health care. The AI-generated summaries and sentiment classifications are provided for personal reflection purposes only and should not be interpreted as clinical assessments, diagnoses, or treatment recommendations.

3. ELIGIBILITY

You must be at least 13 years of age to use Ava. By using the App, you represent and warrant that you are at least 13 years old. If you are between 13 and 18 years of age, you represent that your parent or legal guardian has reviewed and agrees to these Terms on your behalf.

We do not knowingly collect personal information from children under 13. If we learn that we have collected information from a child under 13, we will delete that information promptly. See our Privacy Policy for details.

4. ACCOUNT REGISTRATION

To use Ava, you must create an account using Apple Sign-In or Google Sign-In. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

You agree to:

- Provide accurate information during registration
- Notify us immediately of any unauthorized use of your account
- Not create accounts for the purpose of abusing the App's features or rate limits

We reserve the right to suspend or terminate accounts that violate these Terms.

5. USER CONTENT

"User Content" includes your voice recordings, transcripts, mood selections, and any other data you submit through the App.

Ownership: You retain full ownership of your User Content. We do not claim any ownership rights over your journal entries, recordings, or personal reflections.

License: By using the App, you grant us a limited, non-exclusive license to process your User Content solely for the purpose of providing the App's features to you. This includes:

- Storing your voice recordings and transcripts on our servers
- Transmitting transcript text to our AI processing provider (Anthropic) to generate summaries and sentiment analysis
- Caching data locally on your device for performance

This license terminates when you delete your content or your account. We do not use your User Content to train AI models, for advertising, or for any purpose other than providing the App's services directly to you.

6. AI PROCESSING

Ava uses artificial intelligence (powered by Anthropic's Claude API) to generate summaries and sentiment classifications from your voice note transcripts. You acknowledge and agree that:

- Your transcript text (not audio) is sent to Anthropic's servers for processing
- AI-generated summaries are interpretive and may not perfectly capture the nuance of your original recording
- Sentiment classifications (mood assessments) are automated approximations, not clinical evaluations
- AI processing occurs asynchronously — there may be a brief delay between recording a voice note and receiving its summary
- On-device speech-to-text (Apple Speech Framework) is used for transcription. Audio is processed locally on your device for this step and is not sent to any third-party service for transcription

7. ACCEPTABLE USE

You agree not to:

- Use the App for any unlawful purpose
- Attempt to gain unauthorized access to the App's systems, servers, or other users' data
- Interfere with or disrupt the App's infrastructure
- Reverse engineer, decompile, or disassemble the App
- Circumvent any rate limits, security measures, or access controls
- Use the App to store or transmit content that is illegal, threatening, or that violates the rights of others
- Create multiple accounts to circumvent rate limits (5 entries per day)

8. RATE LIMITS

The App enforces a limit of 5 journal entries per user per day. This limit is enforced server-side and applies to all entry types (voice notes, mood check-ins, and combined entries). This limit exists to encourage mindful,

quality journaling and to manage service costs.

9. PRIVACY

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the App, you consent to the data practices described in the Privacy Policy.

10. DATA SECURITY

We implement reasonable technical and organizational measures to protect your data, including:

- Encryption at rest (AES-256) for stored data
- Per-user encryption keys for sensitive content (transcripts and summaries)
- TLS encryption for all data in transit
- Row-level security ensuring users can only access their own data
- On-device biometric authentication (Face ID) as an optional privacy layer
- Direct-to-storage audio uploads via time-limited presigned URLs

No method of electronic transmission or storage is 100% secure. While we strive to protect your data, we cannot guarantee absolute security.

11. ACCOUNT DELETION

You may permanently delete your account at any time through the App's Settings. Account deletion will:

- Permanently erase all your journal entries, transcripts, and AI-generated summaries
- Delete all your voice recordings from our servers
- Remove your user profile and preferences
- Delete your authentication credentials from our system

Account deletion is irreversible. A minimal, anonymized log entry (containing no personally identifiable information) may be retained for analytics purposes, as described in our Privacy Policy.

Uninstalling the App does not delete your account or data. You must use the in-app account deletion feature to erase your data from our servers.

12. INTELLECTUAL PROPERTY

The App, including its design, features, code, and branding, is the property of beacon2 and is protected by intellectual property laws. These Terms do not grant you any rights to our trademarks, logos, or other brand features.

13. THIRD-PARTY SERVICES

The App integrates with the following third-party services:

- Apple Sign-In and Google Sign-In (authentication)

- Supabase (backend infrastructure, data storage, authentication)
- Anthropic Claude API (AI-powered summarization and sentiment analysis)
- Apple Push Notification Service (notifications)
- PostHog (privacy-focused analytics, US Cloud)
- Sentry (error tracking and crash reporting)

Your use of these third-party services is subject to their respective terms and privacy policies. We are not responsible for the practices of third-party service providers.

14. DISCLAIMERS

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE
- AI-GENERATED SUMMARIES OR SENTIMENT CLASSIFICATIONS WILL BE ACCURATE OR COMPLETE
- THE APP WILL MEET YOUR SPECIFIC REQUIREMENTS
- DEFECTS IN THE APP WILL BE CORRECTED IN A TIMELY MANNER

AVA IS NOT A MEDICAL DEVICE OR HEALTHCARE SERVICE. IF YOU ARE EXPERIENCING A MENTAL HEALTH CRISIS, PLEASE CONTACT A QUALIFIED HEALTHCARE PROFESSIONAL OR CALL THE 988 SUICIDE AND CRISIS LIFELINE (CALL OR TEXT 988).

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEACON2 SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, OR PERSONAL INJURY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE APP.

OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE APP SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US FOR USE OF THE APP IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR FIFTY DOLLARS (\$50), WHICHEVER IS GREATER.

16. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless beacon2 and its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising from your use of the App or your violation of these Terms.

17. MODIFICATIONS TO TERMS

We may update these Terms from time to time. If we make material changes, we will notify you through the App or by other reasonable means. Your continued use of the App after such changes constitutes acceptance of the revised Terms.

We will always indicate the effective date of the current Terms at the top of this document.

18. TERMINATION

We may suspend or terminate your access to the App at any time, with or without cause, and with or without notice. Upon termination, your right to use the App ceases immediately. Provisions of these Terms that by their nature should survive termination (including Disclaimers, Limitation of Liability, and Indemnification) shall survive.

You may terminate your agreement with us at any time by deleting your account through the App's Settings and uninstalling the App.

19. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of law provisions.

Any disputes arising from these Terms or your use of the App shall be resolved in the state or federal courts located in California.

20. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

21. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy, constitute the entire agreement between you and beacon2 regarding your use of the App, and supersede any prior agreements or understandings.

22. CONTACT

If you have any questions about these Terms, please contact us at:

Email: privacy@avajournal.app

App Store Listing: Available on the Apple App Store