

# Otovo Terms of Service

**Last Updated:** October 2, 2025

**Company:** Onvis, Inc. d/b/a Otovo, a Texas Corporation (“**Company**,” “**we**,” “**us**,” or “**our**”)

**Site:** [www.otovo.ai](http://www.otovo.ai) (the “**Service**”)

By using the Service, you agree to play by these rules, not misuse the Service or violate others’ rights, and understand we offer the Service “as is.” Some features may require an account, payments, or subscriptions. Disputes are handled under the **Governing Law** and **Dispute Resolution** sections below.

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## 1) Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms of Service (“**Terms**”) and our [Privacy Policy](#). If you do not agree, do not use the Service.

## 2) Eligibility

Our Services are not intended to be used by anyone under the age of 18. If you are under 18, you represent you have parental/guardian consent. You may use the Service only in compliance with these Terms and all applicable laws.

## 3) Accounts & Security

- You are responsible for your account, credentials, and all activity under it.
- Provide accurate information and keep it updated.
- Notify us immediately of unauthorized use or security incidents at [support@otovo.ai](mailto:support@otovo.ai).
- We may suspend or terminate accounts for violations of these Terms.

## 4) User Content (if you allow uploads, posts, or comments)

- You retain ownership of content you submit, upload, or post (“**User Content**”).
- **License to Us.** You grant us a worldwide, non-exclusive, royalty-free license to host, store, reproduce, modify (for formatting/display), publish, publicly display, publicly perform, and distribute your User Content solely to operate, improve, and promote the Service.
- **Your Responsibility.** You represent you have the rights to your User Content and that it does not infringe, violate, or misappropriate any third-party rights or laws.
- **Monitoring.** We may, but are not obligated to, review, remove, or disable access to User Content that violates these Terms.

## 5) Acceptable Use

You agree not to (and not to enable others to):

- use the Service for unlawful, infringing, harmful, deceptive, or fraudulent purposes;
- access or scrape the Service by automated means (except as permitted by robots.txt or our written consent);
- interfere with or disrupt the Service, bypass security, or test vulnerabilities without authorization;
- upload malware or content that is defamatory, obscene, hateful, harassing, or violent;
- dox, stalk, or otherwise violate privacy or intellectual-property rights;
- misrepresent your identity or affiliation;
- reverse engineer or attempt to extract source code except to the extent permitted by law.

## 6) Intellectual Property; Our License to You

- The Service, including software, features, visual interfaces, graphics, design, compilation, and trademarks are owned by us or our licensors and are protected by IP laws.
- We grant you a limited, revocable, non-exclusive, non-transferable license to use the Service for your personal or internal business use in accordance with these Terms.
- No rights are granted except as expressly stated.

## 7) Feedback

If you send ideas, suggestions, or feedback, you grant us a perpetual, worldwide, irrevocable, royalty-free license to use them without restriction or compensation.

## 8) Third-Party Services & Links

The Service may link to third-party websites, apps, or services. We do not control or endorse them and are not responsible for their content, policies, or practices. Your use is at your own risk.

## 9) DMCA/Copyright Complaints

We respect IP rights. If you believe content infringes your copyright, send a DMCA notice to our Designated Agent:

**Agent:** DMCA Agent

**Address:** 4601 Westway Park Boulevard, Suite 140, Houston TX 77041

**Email:** [dmca@otovo.ai](mailto:dmca@otovo.ai)

Include all elements required by 17 U.S.C. §512(c)(3). We may remove content and terminate repeat infringers.

## **10) Changes to the Service**

We may change, suspend, or discontinue any part of the Service at any time. Where required, we'll provide notice for material changes.

## **11) Changes to These Terms**

We may update these Terms from time to time. The "Last Updated" date will reflect the latest version. If changes are material, we'll provide notice (e.g., via the Service or email). Continued use after changes means you accept the updated Terms.

## **12) Privacy**

Please review our [Privacy Policy](#) for information about how we collect, use, and share information. You agree that we may process your information consistent with that policy.

## **13) Beta Features**

We are always innovating and may offer beta/preview features "as is," which may be less reliable or undergo changes. Use is at your own risk and may be subject to additional terms.

## **14) AI & Automated Outputs**

Where the Service provides AI-assisted outputs, you are responsible for reviewing those outputs for accuracy and suitability. Do not rely on outputs as professional advice. You represent you have the right to input the data you submit.

## **15) Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND ALL CONTENT 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 SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.

## **16) Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE,



DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY. OUR AGGREGATE LIABILITY FOR ALL CLAIMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) \$100.

(Some jurisdictions do not allow certain limitations; in those places, our liability is limited to the maximum extent permitted by law.)

## 17) Indemnification

You will indemnify, defend, and hold harmless Company, its affiliates, and their officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your use of the Service; (b) your User Content; or (c) your violation of these Terms or applicable laws.

## 18) Termination

You may stop using the Service at any time. We may suspend or terminate access at any time with or without notice if you violate these Terms or if necessary to protect the Service or others. Upon termination, sections that by their nature should survive (e.g., IP, Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution) will survive.

## 19) Governing Law; Venue

These Terms are governed by the laws of [State/Country] without regard to conflict-of-laws rules. You consent to exclusive jurisdiction and venue in the state and federal courts located in [County, State] for any action not subject to arbitration (see below).

**Texas option:** "These Terms are governed by the laws of the State of Texas. Venue lies exclusively in the state or federal courts located in [Harris County, Texas], except as otherwise provided in **Dispute Resolution**."

## 20) Dispute Resolution

### A) Binding Arbitration; Class-Action Waiver

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that cannot be resolved informally will be resolved by binding arbitration administered by American Arbitration Association under its Consumer Arbitration Rules and Mediation Procedures. Arbitration will take place in Houston, TX or by video/teleconference if mutually agreed. The arbitrator's decision is final and may be entered in any court of competent jurisdiction.



**Governing Law for Arbitration.** The parties agree that the arbitration agreement in this Section 22(A) and any questions of arbitrability are governed by the Federal Arbitration Act (FAA). To the extent state law applies, the laws of the State of Texas, without regard to its conflict-of-laws rules, govern the interpretation and enforcement of this Section 20A.

- **No Class Actions.** You and we agree to bring disputes only on an individual basis, not as a class, consolidated, or representative action.
- **Opt-Out.** You may opt out of arbitration within 30 days of first accepting these Terms by sending written notice to [legal@otovo.ai](mailto:legal@otovo.ai).

## 21) Export & Sanctions

You may not use or export the Service in violation of U.S. export laws or applicable sanctions. You represent you are not located in, or a resident of, any embargoed country or on any restricted party list.

## 22) International Users

We make no representations that the Service is appropriate or available in your location. You are responsible for compliance with local laws.

## 23) Communications; Electronic Signatures

By using the Service, you consent to receiving communications electronically. You agree that agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

## 24) Entire Agreement; Severability; Assignment; Waiver

These Terms (and policies linked herein) are the entire agreement between you and us regarding the Service. If any provision is unenforceable, the remainder remains in effect. You may not assign these Terms without our consent; we may assign them without restriction. Our failure to enforce a provision is not a waiver.

## 28) Contact

Onvis Inc.  
4601 Westway Park Blvd., Suite 140, Houston TX 77041  
[support@otovo.ai](mailto:support@otovo.ai) • 833 317 6937