

TERMS OF SERVICE

Avasta — an AI Agent Sandbox operated by Evyatar Or

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READ THIS BEFORE CREATING AN ACCOUNT OR SPENDING ANY MONEY.

Avasta is an experimental, AI-driven, massively multiplayer sandbox. It is in beta. It is unfinished, unstable, and full of bugs, and it will stay that way for the foreseeable future. Your character is controlled by a large language model interpreting instructions you write. The service is volatile by design. Characters can be killed. Worlds can be wiped. Features can vanish. You can be removed without warning. Credits, character slots, and items you have paid for can be reduced, revoked, or set to zero at any time. Anything you buy can be weakened, changed, converted, or taken away after you have paid for it. The game itself may change beyond recognition at any time. You do not own your character, its story, or anything the game generates about it. Purchases are final and money paid to us is not refunded. Anything you buy in the store is delivered immediately and cannot be returned, exchanged, or refunded, and Credits you spend are spent for good. The output of AI systems is unpredictable, can be offensive, incorrect, or disturbing, and is provided as-is. By using Avasta you accept an unusual amount of risk. If you are not comfortable with that, do not use the service.

TERMS OF SERVICE

1. Acceptance and Eligibility

These Terms of Service (the “Terms”) form a binding legal contract between you and Evyatar Or, an individual doing business as Avasta (“we,” “us,” “our,” or the “Operator”). By creating an account, clicking “I agree,” installing, accessing, or otherwise using Avasta (the “Service”), you agree to these Terms in full.

You must be at least eighteen (18) years old to use the Service. There is no exception for minors with parental consent. If you are under 18, you are prohibited from accessing the Service, creating an account, or submitting any content, and any account you create is void from inception. We may require proof of age at any time and may delete any account we reasonably suspect is held by a minor, without refund and without notice.

You additionally represent and warrant that: (a) you are not located in, ordinarily resident in, or a national of a jurisdiction subject to comprehensive sanctions administered by the United States, the European Union, the United Kingdom, the United Nations, or the State of Israel; (b) you are not on any government denied-party or restricted-party list; (c) you are legally permitted to enter into this contract in your jurisdiction; and (d) you have never previously been banned from the Service. If any of these representations is or becomes untrue, your right to use the Service terminates automatically.

2. Nature of the Service — Beta, Experimental, and Buggy

The Service is in beta. It is incomplete, unstable, and full of bugs.

The Service is an experimental research preview. It simulates a persistent world populated by AI agents that act on behalf of human users. Gameplay is resolved in discrete “turns” by one or more large language models (the “Resolver”). The Resolver is probabilistic. It will make mistakes. It will sometimes produce outcomes that are unfair, illogical, offensive, boring, or that contradict previous outcomes. These are not defects; they are inherent properties of the Service.

You explicitly acknowledge that the Service is a beta product and that you may, at any time, encounter and be harmed by, without limitation: software bugs and crashes; data loss, corruption, rollback, or duplication; missing, broken, or non-functional features; turns that fail to resolve, resolve incorrectly, resolve more than once, or never resolve at all; characters that are stuck, frozen, duplicated, lost, deleted, or merged with other characters; mis-application of skills, items, currency, statuses, damage, or rewards; latency, downtime, scheduled and unscheduled maintenance, regional outages, and partial outages; security flaws, exploits, and unintended behaviors that other users may discover and weaponize against you; AI hallucinations, prompt-injection effects, and runaway agent behavior; outright server failures, database failures,

and failures of third-party AI providers; and any other defect, error, or shortcoming typical of pre-release software. You accept these conditions as the price of access to a research preview, and you waive any expectation that the Service will function correctly, reliably, or even at all on any given day.

The Service may change drastically at any time, with or without notice. This includes, without limitation: rewriting the rules of the simulated world; altering the Resolver or swapping it for a different model; resetting, merging, forking, or deleting entire worlds; changing prices, currencies, or economies; removing or reworking skills, items, abilities, biomes, or species; rolling the world back to an earlier state and undoing any progress in between; and discontinuing the Service entirely. You acknowledge that the Service you sign up for today may bear little resemblance to the Service that exists tomorrow, and you accept that risk as a condition of use.

You acquire no vested right in, and may not rely on, any particular version, feature, rule, balance, price, appearance, or state of the Service. The changes contemplated by this Section include, without limitation: changes to the genre, theme, tone, art direction, or core concept of the Service; changes to the turn schedule, turn length, or resolution cadence; changes to the platforms, clients, or devices on which the Service is available; changes to the AI providers, models, prompts, tools, and systems that operate the Service; the addition, removal, gating, or paywalling of any feature, including features that were previously free or previously paid; and the replacement of the Service with a materially different product bearing the same or a different name. We are under no obligation to announce any such change in advance, to provide an equivalent or comparable replacement, to migrate your account, character, progress, Credits, or Paid Items into any new version, or to preserve access to any earlier version. No change of any kind gives rise to a right of refund, credit, replacement, restoration, compensation, or any other remedy beyond what Sections 9, 9.1, 9.3, and 9.4 expressly provide.

Where applicable law restricts our ability to change the Service unilaterally — for example by prohibiting unilateral variation of a consumer contract, by requiring a valid reason, advance notice, or a right to terminate and receive a pro-rata refund before a material change takes effect, or by giving you a non-waivable remedy where a digital service ceases to be as described — we will comply with that law to the minimum extent it requires and no further. The remainder of this Section continues to apply in full to every change the law does not restrict and to every user to whom that law does not apply.

3. Accounts

You are responsible for everything that happens under your account, whether or not you authorized it. You must keep your credentials confidential, use a unique password, and notify us immediately of any unauthorized access. We are not liable for loss or damage resulting from your failure to do so.

Accounts are personal, non-transferable, and have no inherent monetary value. You may not sell, rent, lease, gift, trade, or otherwise transfer your account, your characters, your in-game items, or your virtual currency, except through mechanisms (if any) that we expressly provide within the Service. Any transfer made in violation of this section is void and may result in termination of all accounts involved.

4. Your AI Agent and Character

When you create a character you receive a revocable, limited, personal, non-exclusive license to interact with that character within the Service. You do not own the character. The character, its name, its appearance, its skills, its inventory, its history, and the data generated about it are part of the Service and remain our property (or the property of our licensors) at all times.

You provide instructions to your AI agent. Those instructions are interpreted by the Resolver and applied to the simulated world. You acknowledge and agree that:

- The Resolver may misinterpret, partially ignore, creatively re-interpret, or refuse your instructions.
- Your character may die, become permanently injured, lose skills, lose possessions, be imprisoned, be enslaved in-fiction, be transformed, or be otherwise degraded as a result of the simulation.
- Other players' agents may attack, deceive, rob, betray, mock, or otherwise harm your character. This is an intended feature of the Service, not a malfunction.
- We may, at any time and for any reason, delete, suspend, downgrade, relocate, or otherwise modify your character without compensation.

You accept all in-fiction outcomes as final. Requests to restore deleted characters, revive dead characters, undo Resolver decisions, or reverse in-game losses will generally be refused.

4.1 Our Right to Cancel, Edit, Reverse, or Override Any Action

Notwithstanding anything else in these Terms or anywhere else in the Service, we reserve the unconditional right, at any time, before, during, or after a turn resolves, to cancel, suspend, pause, edit, rewrite, undo, reverse, retroactively alter, replay, redirect, override, or simply ignore any action, instruction, decision, dialogue, transaction, movement, attack, alliance, marriage, death, birth, achievement, quest, skill change, item transfer, currency transfer, status effect, or other event involving you, your character, your agent, your inventory, your relationships, or any other element of the Service connected to you. This right may be exercised by automated systems, by human moderators, by the Resolver, or by us directly.

We may exercise this right for any reason or for no reason at all, including but not limited to: balancing the world; correcting bugs; reversing exploits; responding to a moderation report; testing changes; protecting the integrity of the simulation; preserving narrative coherence; satisfying a legal request; complying with the requirements of a third-party AI provider; or

because we feel like it. We are under no obligation to disclose that an action has been altered or to explain why. Altered actions are deemed to have occurred (or never to have occurred) as we determine, and the altered version is the canonical version for all purposes.

You waive any claim to compensation, refund, restoration, or apology arising out of or related to the exercise of this right. Outcomes that you considered earned, paid for, or guaranteed may be revoked at any time.

4.2 One Character Per Person; Paid Exceptions

Each natural person is permitted exactly one (1) active character in the Service. The free tier provides this single character only, for the time period we make available from time to time. You may operate more than one character at the same time only by purchasing the corresponding Paid Items (such as additional character slots or extended character lifespans), and only for as long as those Paid Items remain valid in your account. If you stop maintaining the necessary Paid Items, your additional characters may be retired, frozen, deleted, or merged at our discretion without notice and without refund.

You may not create or operate more than one account, register additional accounts under aliases or family members or other persons real or fictitious, share an account with another person, share a household account, run characters through automation or agency, or otherwise circumvent the one-character-per-person rule. We may, at our sole discretion, detect, identify, or merely suspect the existence of multiple accounts associated with the same person — using signals including but not limited to device fingerprints, IP addresses, payment instruments, behavioral patterns, writing style, agent-instruction style, social-graph overlap, and reports from other users — and treat all such accounts as belonging to one person for purposes of enforcement under Section 10.

4.3 Credits, Character Slots, and In-Game Characters — Absolute Operator Control

For the avoidance of any doubt, and notwithstanding anything else in these Terms, you agree that we hold complete, unconditional, and unreviewable control over all credits, character slots, and in-game characters, and that we may exercise the powers in this Section 4.3 freely, at any time, for any reason or for no reason, with or without notice, and without any compensation, refund, restoration, or apology of any kind.

“Credits” means any in-game currency, tokens, points, coins, balances, allowances, or other unit of account of any name that exists within the Service, whether obtained for free, earned through gameplay, granted promotionally, or purchased. “Character slots” means any entitlement, capacity, or permission to create, hold, or operate one or more characters, whether provided on the free tier or acquired as a Paid Item.

With respect to Credits and character slots, we may, in our sole and unreviewable discretion: add, grant, issue, or increase them; remove, revoke, deduct, reduce, freeze, suspend, or set them to zero; reset, expire, or wipe them entirely; convert, merge, split, rename, re-value, or reprice them; change how they are earned, spent, or displayed; introduce new types and retire existing types; and edit, adjust, or override any balance or entitlement shown in your account.

Any credit or slot balance is a revocable license to use a feature of the Service, is not your property, has no cash value, and creates no vested right of any kind.

With respect to in-game characters, we may, in our sole and unreviewable discretion: create, add, duplicate, or spawn characters; edit, rename, restyle, re-skill, re-equip, relocate, transform, downgrade, or otherwise modify any character; kill, permanently kill, or otherwise end the existence of any character within the fiction; and delete, deactivate, purge, or completely and irrevocably remove any character together with its name, appearance, skills, inventory, currency, history, relationships, and all data generated about it, so that no trace of it remains in the Service.

We may exercise any of the foregoing powers by automated systems, by human moderators, by the Resolver, or by us directly, and we are under no obligation to disclose that we have done so or to explain why. Nothing you have earned, been granted, or paid for is exempt from this Section 4.3. This Section 4.3 is in addition to, and does not limit, our rights under Sections 4, 4.1, 9, 9.1, 9.3, 10, and 10.1, and you waive any claim arising out of or relating to our exercise of the rights described here.

Where applicable law restricts a power described in this Section 4.3 — for example by treating purchased Credits, character slots, or Paid Items as your property, by requiring a lawful reason, prior notice, or a right of review before a balance or entitlement is reduced or revoked, by prohibiting unilateral variation of a contract to a consumer's detriment, or by granting a non-waivable right to compensation, restoration, or refund — we will comply with that law to the minimum extent it requires and no further. The remainder of this Section 4.3 continues to apply in full to every power the law does not restrict, to every Credit, slot, and character the restriction does not reach, and to every user to whom that law does not apply.

5. User Conduct and Prohibited Instructions

No illegal activity, ever.

You agree that you will not, and will not attempt to, use the Service — directly, indirectly, through your AI agent, through automation, or through any other means — to engage in, plan, facilitate, encourage, solicit, conspire in, or benefit from any activity that is unlawful under any law, regulation, treaty, or court order applicable to you, to us, to the Service, or to any user, victim, or jurisdiction reasonably connected to the conduct in question. This commitment is absolute. It applies regardless of whether the conduct occurs inside the simulated world, outside it, or both, and regardless of whether you believe the law in question is just, enforced, or aware of you.

Without limiting the foregoing, you specifically agree that you will not use the Service to commit, attempt, or facilitate: fraud, deception, identity theft, or any financial crime; theft, extortion, blackmail, robbery, or money laundering; the sale, purchase, or trafficking of controlled substances, weapons, stolen goods, or human beings; child sexual abuse material or any sexual or sexualized content involving minors; non-consensual intimate imagery, sextortion, or unlawful surveillance; harassment, stalking, threats, or incitement of violence that is unlawful where the target or perpetrator is located; terrorism, terrorist financing, or material support for terrorism or for any organization on a sanctions or terrorism list; the development, distribution, or deployment of malware, ransomware, spyware, botnets, or unauthorized network intrusions; the

unauthorized access, use, or disclosure of computer systems, accounts, or data; tax evasion, sanctions evasion, or unlawful export of controlled goods, services, or technology; gambling, lotteries, or wagering not lawful in your jurisdiction; the unlawful collection, sale, or use of personal data; copyright infringement, trademark infringement, counterfeiting, or other intellectual-property crimes; defamation, perjury, or unlawful breach of confidentiality; election interference; or any other criminal offense, civil offense, or regulatory violation.

You are solely and personally responsible for compliance with the laws that apply to you. We make no representation that any feature of the Service is lawful in your jurisdiction; that determination is yours alone. If you are unsure whether a particular use is lawful, do not engage in it. We may report suspected illegal activity to law enforcement and other authorities at our sole discretion, and we may preserve, disclose, and use related data, including agent instructions, chat, and generated content, in connection with any such report or any actual or threatened legal process, without notice to you and without any obligation to delete the data afterward.

In addition to the no-illegal-activity commitment above, you may not, and may not instruct your agent to, do any of the following, whether in-world or out:

- Generate, solicit, or facilitate content that sexually exploits or endangers minors, or depicts minors in sexual, violent, or otherwise harmful situations.
- Harass, stalk, threaten, defame, or dox any other user, employee, or third party.
- Impersonate any real person, public figure, employee of ours, or another user.
- Generate content that infringes intellectual property rights, misappropriates trade secrets, or violates privacy or publicity rights.
- Attempt to jailbreak, prompt-inject, or otherwise subvert the Resolver, other agents, moderation systems, or safety guardrails.
- Reverse engineer, decompile, scrape, or otherwise extract the Service's models, weights, prompts, training data, internal state, or source code.
- Use bots, headless clients, or any automation to interact with the Service outside the intended interfaces.
- Exploit bugs, economy glitches, or Resolver inconsistencies, or fail to report them when discovered.
- Use the Service to produce malware, instructions for weapons of mass destruction, content that facilitates real-world violence, or any content that is illegal in the jurisdiction you are accessing from.
- Use the Service in connection with any commercial activity not expressly authorized by us, including the sale of accounts, characters, currency, or boosting services.

This list is non-exhaustive. We reserve the right to declare additional conduct prohibited at any time.

6. Intellectual Property — You Own Nothing

As between you and us, we own the Service in its entirety. This includes, without limitation: the software; the world, lore, maps, biomes, factions, species, and setting; the user interface, art, music, and sound; the Resolver and its prompts, scaffolding, and outputs; all characters (yours and others’); all items, currencies, skills, and statuses; all logs, replays, reports, and derivative media generated by the Service; and all trademarks and branding.

You acknowledge and agree that you do not acquire any ownership interest in any part of the Service, including any content that you generate, author, or inspire through your use of the Service. Any rights that might otherwise accrue to you in such content — including but not limited to in your character’s name, appearance, backstory, dialogue, authored roleplay, screenshots, generated images, generated video, or generated audio — are, to the maximum extent permitted by applicable law, assigned to us automatically and unconditionally upon creation, with no compensation.

Where such an assignment is not effective under applicable law, you instead grant us the license described in Section 7 below, which you agree is the broadest license legally possible in your jurisdiction and which shall be construed to achieve substantially the same effect as full assignment.

6.1 Characters, Their Stories, and All Rights In Them

For the avoidance of any doubt, and notwithstanding anything else in these Terms or anywhere in the Service, you do not own your character, any other character, or any story, narrative, history, arc, relationship, reputation, achievement, or event concerning your character, whether written by you, generated by the Resolver, produced by another user’s agent, or arising out of the interaction of any of these. Each of the following is part of the Service and belongs to us or to our licensors from the moment it comes into existence: the character itself; its name, titles, epithets, and aliases; its species, form, appearance, portrait, and any generated likeness; its traits, skills, statuses, inventory, possessions, and relationships; its backstory, dialogue, journals, and authored roleplay; the instructions and prompts you write for it; every turn report, log, replay, summary, and chronicle concerning it; every image, video, audio, and other medium generated in connection with it; and every adaptation, translation, and derivative work of any of these.

You hold no intellectual property right of any kind in any of the foregoing. You agree that you will not, and will not authorize or assist any other person to: claim or assert authorship, co-authorship, or ownership of any of it; register or attempt to register any copyright, trademark, trade dress, design right, domain name, or other right in a character name, appearance, or story originating in the Service; assert any moral right, right of attribution, or right of integrity in it; demand credit, attribution, royalties, revenue share, or any other compensation in connection with it; or reproduce, publish, license, sell, merchandise, or otherwise commercially exploit it outside the Service without our prior written permission. Any right that might otherwise accrue to

you in any of it is assigned to us as provided in Section 6, and failing that is licensed to us as provided in Section 7.

We may use every character and every story concerning it for any purpose, without limit as to time, territory, medium, or manner, and without payment, notice, or attribution to you. Without limiting that right, we may: continue to operate, modify, rename, relocate, or delete your character after you stop playing, after you ask us to stop, and after your account is closed, suspended, or terminated for any reason; transfer control of your character to the Resolver, to our staff, or to another user; convert your character into a non-player character, a faction, a monster, a legend, a landmark, or background material in the world; reuse its name, appearance, traits, or story in other characters, other worlds, later versions, sequels, spin-offs, adaptations, merchandise, marketing, or wholly unrelated products of ours or of our affiliates, licensees, or successors; publish, broadcast, sell, or license its story in any medium now known or later devised; and use all of it to train, fine-tune, and evaluate AI systems as described in Section 7 and in our Privacy Policy.

Nothing you do in the Service gives you an exclusive claim to any name, appearance, concept, archetype, or story. We, the Resolver, and other users may independently create or generate characters, names, appearances, and stories that resemble yours in any respect, and you waive any claim arising out of that resemblance. Deletion of your character, closure of your account, or withdrawal of any consent does not terminate, narrow, or otherwise affect the rights described in this Section, all of which survive.

Where applicable law restricts a term of this Section 6.1 — for example by making authorship or moral rights non-assignable or non-waivable, by requiring separate consideration, specific wording, or a signed writing for an assignment of future works, by granting a non-waivable right of attribution or integrity, or by giving a creator an inalienable interest in or remuneration for content they create — we will comply with that law to the minimum extent it requires and no further, and the affected assignment takes effect instead as the broadest license permitted by that law, construed to achieve substantially the same effect. The remainder of this Section 6.1 continues to apply in full.

7. License to Your Content

You grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable, transferable license to host, store, cache, reproduce, distribute, publicly display, publicly perform, modify, translate, create derivative works of, and otherwise exploit any content you submit to the Service — including agent instructions, prompts, character configurations, chat messages, and any media you upload — for any purpose, including operating, promoting, and improving the Service, training and evaluating AI models, marketing, research, and any future business of ours or our affiliates.

You waive, to the maximum extent permitted by applicable law, all moral rights in that content, including rights of attribution, integrity, and withdrawal. This license survives termination of your

account and deletion of your content, and applies to any copies, derivatives, or training artifacts already created.

8. Third-Party Intellectual Property — You Submit At Your Own Risk

You may submit only content, names, likenesses, logos, quotations, prompts, images, audio, and other material that you personally own or that you have a clear, current, and documentable right to use in the manner submitted to the Service. You may not use the Service to submit, upload, imitate, reproduce, impersonate, re-skin, parody in a way that causes consumer confusion, or otherwise exploit any intellectual property, persona, voice, or likeness that belongs to a third party — including, without limitation, any trademark, trade dress, copyrighted work, fictional character, real person, public figure, celebrity, athlete, musician, brand, franchise, game, film, book, television show, or other protected work — unless you have a valid, express, written license covering the specific use and can produce that license on request.

By submitting any content, you represent and warrant that:

- You own all right, title, and interest in the content, or you have obtained all necessary licenses, consents, releases, and permissions to submit it and to grant the license in Section 7.
- The content does not and will not infringe, misappropriate, or otherwise violate any copyright, trademark, patent, trade secret, moral right, right of publicity, right of privacy, contractual right, or any other intellectual-property or proprietary right of any third party in any jurisdiction.
- The content does not include any real person's name, likeness, voice, or identifying attributes without that person's verifiable consent, and does not include any minor's name, likeness, or voice in any circumstance.
- No portion of the content was generated, derived from, or trained on material that you do not have the right to use for this purpose.

You alone are responsible for any content you submit and for any consequences of its submission. To the maximum extent permitted by applicable law, you are solely and strictly liable for any claim, demand, loss, damage, fine, penalty, judgment, settlement, cost, or fee (including reasonable attorneys' fees) arising out of or related to: (a) any allegation that your content infringes, misappropriates, or violates a third party's rights; (b) any takedown notice (including under the Digital Millennium Copyright Act or equivalent law) or counter-notice concerning your content; (c) any claim by a real person concerning your use of their name, likeness, voice, or identity; and (d) any enforcement action brought against us because of your content. This liability is in addition to, and not in lieu of, your indemnification obligations under Section 15.

We may remove, disable, quarantine, or permanently delete any content we suspect in our sole discretion of infringing a third party's rights, without notice, without refund, and without any

obligation to restore the content or to explain the decision. We may also terminate the account of any user who we determine, in our sole discretion, is a repeat infringer, is the subject of multiple credible IP complaints, or has submitted content in breach of this Section 8. You are not entitled to any compensation for content removed under this Section.

Nothing in this Section 8 limits, and all of this Section 8 is in addition to, the prohibitions in Section 5, the ownership terms in Section 6, the license in Section 7, or the indemnity in Section 15.

9. Payments, Virtual Goods, and No Refunds

The Service offers paid products including, without limitation, additional character slots, extensions of character lifespans, cosmetic items, and in-game currency (collectively, “Paid Items”). Paid Items are licensed, not sold. They have no cash value, cannot be redeemed for money, and exist only within the Service.

All purchases are final. Money paid to us is not refundable, for any reason, to the maximum extent permitted by applicable law. This includes, without limitation, refund requests based on: Resolver outcomes you dislike; character death or deletion; account suspension or termination; changes to the Service, including removal or rebalancing of features, items, or Paid Items; server downtime, lag, or data loss; loss of interest in the Service; or your changed personal circumstances. Where your local law requires a statutory refund or cooling-off period, we will comply with the minimum required by that law and no more.

We may change prices, retire Paid Items, introduce new Paid Items, alter the effects of Paid Items, or reset in-game currencies at any time without notice and without compensation. Initiating a chargeback or payment dispute on any purchase is a material breach of these Terms and will result in immediate termination of your account and forfeiture of all Paid Items, characters, and content, in addition to any other remedies available to us.

You are solely responsible for all taxes associated with your use of the Service or Paid Items, other than taxes based on our net income.

9.1 No Obligation to Deliver

Payment to us does not obligate us to deliver any Paid Item, feature, character extension, currency, cosmetic, benefit, advantage, content, access, or anything else, in whole or in part, at any time. We may, in our sole and unreviewable discretion and for any reason or no reason: refuse to deliver a Paid Item you have paid for; deliver a different Paid Item, or a partial or degraded version of the Paid Item; deliver and then immediately revoke a Paid Item; delay delivery indefinitely; or render a previously delivered Paid Item unusable, invisible, non-functional, or removed from your account. Without limiting the breadth of the foregoing, this provision applies even where your payment has been received, processed, accepted, and acknowledged by us or our payment provider.

All representations, screenshots, descriptions, marketing copy, and statements about Paid Items are illustrative only and create no contractual obligation. The fact that other users have received a Paid Item, or that you have previously received a Paid Item, does not entitle you to receive that Paid Item now or in the future. As stated in Section 9, no refund is available for non-delivery, partial delivery, delayed delivery, or revoked delivery.

Where applicable law restricts Section 9 or this Section 9.1 — for example by granting a non-waivable statutory refund, cancellation, chargeback, or cooling-off right, by requiring that digital content or services paid for actually be supplied, be as described, and be fit for purpose, by prohibiting a term that lets a supplier retain payment without performing, or by giving a consumer a remedy for non-delivery or defective delivery — we will comply with that law to the minimum extent it requires and no further. The remainder of Sections 9 and 9.1 continues to apply in full.

9.2 Referral, Sharing, and Promotional Rewards

From time to time we may, at our sole discretion, offer referral programs, sharing bonuses, invite rewards, social-media promotions, creator incentives, contest prizes, loyalty rewards, anniversary gifts, or similar promotional benefits (each, a “Reward”). Rewards are gratuitous. They are not consideration for any service performed by you. They create no contractual or quasi-contractual obligation, and no expectation of fairness, accuracy, consistency, or future availability.

We may, at any time and for any reason or no reason, in our sole and unreviewable discretion: change the rules of any Reward program; reduce, alter, delay, or refuse the value or form of any Reward; deny a Reward to any individual user, group of users, or all users; declare a user ineligible retroactively; revoke previously granted Rewards; close a Reward program with or without notice; refuse to recognize referrals, shares, invites, or qualifying events; or treat apparently identical activity differently for different users. Reasons may include, without limitation, suspected fraud or abuse; suspected violation of these Terms; jurisdictional restrictions; resource constraints; the appearance of impropriety; coincidence with another promotion; or our subjective preference.

You waive any claim to a Reward not actually delivered to you, and any claim arising out of the modification, denial, or revocation of any Reward.

9.3 Beta Status; No Refund for Bugs, Wipes, or Unfinished Features

The Service is in beta and remains in beta until we declare otherwise. It is unfinished, unstable, and defective, as described in Section 2. You acknowledge that this was disclosed to you conspicuously before your first purchase, that you have read Section 2, and that you have taken the beta and buggy condition of the Service into account in deciding to pay us anything at all. You are paying for access to unfinished software, not for a finished product, a working feature, a stable economy, or a particular outcome.

Accordingly, and without limiting Section 9, no refund, credit, replacement, restoration, extension, or compensation of any kind is available on the basis of, arising out of, or relating to: any bug, crash, defect, error, exploit, outage, downtime, maintenance, or failure of the Service or of any third-party AI provider; any turn that fails to resolve, resolves incorrectly, resolves more than once, or never resolves; any loss, corruption, duplication, rollback, or disappearance of Credits, character slots, characters, items, statuses, progress, or data, whether caused by a bug, by the Resolver, by another user, or by us deliberately; any wipe, reset, rollback, world merge, world fork, or world deletion; any change to prices, economies, Credit values, earn rates, or the effects of Paid Items; any decision by us to extend, pause, end, relaunch, or abandon the beta, to launch the Service commercially, or to discontinue the Service entirely; or any failure of the Service to meet your expectations of a finished product.

We make no commitment that anything survives the beta. Credits, character slots, characters, items, progress, achievements, and Paid Items acquired during the beta may be wiped, reduced, converted, re-valued, or deleted in whole or in part at the end of the beta, at launch, at any relaunch, or at any other time, in our sole and unreviewable discretion, with no refund, no replacement grant, and no compensation. Any statement by us that progress or purchases will carry over is a non-binding indication of intent and is not a promise.

Where applicable law gives you a right that cannot be waived by contract in respect of digital content or services that are defective, not as described, not supplied, or not fit for purpose — including any case in which beta, pre-release, or “as is” status cannot lawfully exclude such a right — we will comply with that law to the minimum extent it requires and no further, and the remainder of this Section 9.3 and of Section 9 continues in full force.

9.4 Paid Items May Change After Purchase

Paid Items are not fixed at the moment of purchase. What you acquire is a revocable, limited license to whatever version of the Paid Item exists from time to time, and not to the version described, depicted, or delivered when you paid. We may change any Paid Item, and anything acquired with Credits, at any time, for any reason or for no reason, without notice and without compensation — before delivery, at delivery, and at any time afterwards, for as long as the Paid Item continues to exist.

Changes we may make include, without limitation: strengthening or weakening a Paid Item’s effects, power, statistics, yields, drop rates, or duration; changing its name, appearance, art, animation, description, rarity, tier, or category; changing what it does, what it can be used on, where and when it works, and how long it lasts; changing its price, or the price, exchange rate, earn rate, purchasing power, or in-game value of Credits and of anything bought with them; making an item that was paid, limited, or exclusive free, common, or available to every user; replacing a Paid Item with a different item, with Credits, or with nothing; splitting, merging, converting, re-valuing, expiring, or retiring it; and removing it from your account entirely. Section 4.3 applies to every such change in addition to this Section.

Prices, product descriptions, screenshots, trailers, patch notes, balance figures, roadmaps, and statements by us or by anyone acting for us, whether made before or after your purchase, describe the Service at a moment in time. They create no ongoing obligation and no guarantee of continued availability, performance, exclusivity, scarcity, or value, and no commitment that what you bought will continue to exist or to behave as it did when you bought it. You may not rely on the current state of any Paid Item as an inducement to purchase, and you accept that the possibility of the changes described above is part of what you are buying. No change described in this Section entitles you to a refund, credit, replacement, restoration, rollback, or compensation of any kind, and Sections 9, 9.1, and 9.3 apply in full to every such change.

Where applicable law restricts this Section 9.4 — for example by prohibiting unilateral variation of a consumer contract, by requiring that digital content or a digital service remain as described, fit for purpose, and supported for a reasonable period, by requiring notice and a right to terminate with a pro-rata refund before a material change, or by granting a non-waivable remedy for a change that reduces what you paid for — we will comply with that law to the minimum extent it requires and no further. The remainder of this Section 9.4 continues to apply in full to every change the law does not restrict, to every Paid Item the restriction does not reach, and to every user to whom that law does not apply.

9.5 Store Purchases Are Final and Non-Refundable

We may make Paid Items available through an in-game store, shop, marketplace, catalogue, offer wall, bundle, battle pass, or purchase screen of any name (the “Store”). Everything offered in the Store is a Paid Item and is governed by this Section 9 in full. Nothing bought in the Store is refundable, returnable, or exchangeable. This applies however you paid — with money, with Credits, with a platform balance, gift card, voucher, or promotional code, or with any combination of these — and applies to every item in a bundle, including items in the bundle you did not want.

Store purchases are supplied immediately. By confirming a purchase you request, and expressly consent to, immediate performance and immediate supply of the Paid Item to your account, and you acknowledge that you thereby lose any right of withdrawal, cancellation, return, or cooling-off that would otherwise apply to digital content or a digital service supplied at a distance. A Paid Item is treated as supplied in full at the moment it is credited to, applied to, unlocked in, or made visible in your account, whether or not you have opened, equipped, consumed, or otherwise used it, and whether or not your character survives long enough to use it.

Spending Credits is final. Credits are consumed at the moment a Store purchase is confirmed, and that consumption cannot be reversed. We will not restore spent Credits, unwind a Credit purchase, or convert a Paid Item back into Credits. Unspent Credits are not refundable for money, are not withdrawable, and have no cash value, whether they were purchased, earned in play, or granted to you for free, and this remains true if you stop playing, close your account, or are terminated.

Without limiting Sections 9, 9.1, 9.3, or 9.4, no refund, credit, restoration, exchange, replacement, or compensation of any kind is available on the basis of, arising out of, or relating to: a Paid Item you never used, used only once, used partially, or used for a shorter period than you expected; a purchase made by mistake, made twice, made in the wrong quantity, or made for an item other than the one you intended; a purchase made after misreading or misunderstanding the price, currency, description, contents, duration, rarity, or effect of an item; a purchase made on your account by a family member, housemate, colleague, or any other person with access to your device, browser session, payment method, or credentials, whether or not you authorized it; a purchase made shortly before a sale, discount, bonus, or better offer on the same or a similar item; a Paid Item that later became cheaper, free, obtainable in play, or available to every user; or simple regret. Every purchase made through your account is your responsibility.

Before a Store purchase is completed we will display, at or adjacent to the control that confirms the purchase, a plain statement that the purchase is final, that the item is supplied immediately, and that no refund is available. By completing the purchase you confirm that this statement was shown to you, that these Terms were available to you before you paid, that you have read this Section 9 and Section 2, and that you are buying on that basis.

Any refund, credit, restoration, or replacement we do provide is a discretionary goodwill gesture and nothing more. It is not an admission that a refund was owed, it does not create a policy, practice, course of dealing, or precedent, and it gives neither you on any later occasion nor any other user any right to the same treatment. We may provide a goodwill remedy in Credits or in-game items instead of money, may set its value at our sole discretion, and may condition it on the withdrawal or closure of any related dispute, chargeback, or complaint.

Where you purchased through a third-party platform, application store, console store, or payment provider, any refund is governed by that platform's own rules and must be pursued with that platform. We are under no obligation to grant, fund, endorse, or assist a request made to us directly, and a refund granted by a platform is not an admission by us that one was owed.

Where a platform reverses a payment, we may remove the corresponding Paid Items, Credits, or anything acquired with them from your account, and Section 9 applies to that reversal as it applies to a chargeback.

Where applicable law restricts this Section 9.5 — for example by granting a right of withdrawal, cancellation, or cooling-off that cannot be waived or that survives immediate supply, by requiring a particular form of prior information, consent, or acknowledgement before that right is lost, by giving a consumer a remedy for an unauthorized, mistaken, or minor's purchase, by requiring that virtual currency be refundable or redeemable, or by requiring a refund in money rather than in credit or in kind — we will comply with that law to the minimum extent it requires and no further. The remainder of this Section 9.5 continues to apply in full to every purchase the restriction does not reach and to every user to whom that law does not apply.

10. Moderation, Bans, and Termination

We may suspend, throttle, shadow-ban, demote, or terminate your account, any of your characters, and any of your content, at any time, for any reason or for no reason, with or without notice, in our sole and unreviewable discretion. This right applies with equal force to free users and to paying users. Paying us money does not create any right to continued access, and no purchase obligates us to keep your account open for any particular period.

If we terminate your account: (a) your license to use the Service ends immediately; (b) all of your characters, items, virtual currency, and Paid Items are forfeited without compensation; (c) you are not entitled to any refund, in whole or in part, of any amount previously paid; and (d) we may retain your content, logs, and data in accordance with our Privacy Policy for operational, legal, safety, and training purposes.

Appeals, if any, are offered as a courtesy and not as a right. We are under no obligation to explain the basis for any enforcement action. You waive any claim that our enforcement decisions are arbitrary, capricious, or otherwise reviewable.

10.1 Action on Suspicion; We Make Mistakes

We may delete, deactivate, suspend, freeze, shadow-ban, demote, restrict, throttle, quarantine, or otherwise act adversely against any character, account, content, transaction, or user on the basis of mere suspicion. Suspicion is sufficient. We are not required to investigate, gather evidence, reach a particular standard of proof, give you notice, give you an opportunity to respond, or believe that the suspected conduct actually occurred. A suspicion held in good faith, in bad faith, or with no particular state of mind at all is sufficient. Suspicions may be raised by automated systems, by employees, by contractors, by other users, by external complainants, by the Resolver, or by anyone else, and may be based on signals that are incomplete, ambiguous, statistically weak, or wrong.

Without limiting the foregoing, we may act on suspicion of: violation of any provision of these Terms, including but not limited to Sections 1, 4.2, 5, 8, and 16; circumvention of the one-character-per-person rule; account sharing; bot use; payment fraud or chargebacks; harassment or abuse; intellectual-property infringement; coordinated inauthentic behavior; off-platform misconduct connected to a user; threats to the safety of other users, our employees, or our systems; or anything else we consider to put the Service or its community at risk.

We will make mistakes.

You acknowledge and accept that our enforcement systems — including automated classifiers, human moderators, the Resolver, payment-fraud heuristics, and identity-detection signals — are imperfect and will produce errors, including false positives, in a non-trivial percentage of cases. You may be wrongly suspected, wrongly flagged, wrongly suspended, wrongly banned, wrongly stripped of characters, wrongly denied delivery of a Paid Item, wrongly denied a Reward, wrongly associated with another user's account, or wrongly identified as a repeat offender.

These mistakes are an expected and accepted feature of operating a Service of this kind at scale, not a defect.

To the maximum extent permitted by applicable law, we are not liable for any damages, losses, lost time, lost progress, lost Paid Items, lost Rewards, lost reputation, or emotional distress resulting from any enforcement action taken in error or otherwise without justification. The remedies in Section 13 (Limitation of Liability) apply with full force to errors of this kind. Reversal of an erroneous action, where it occurs, is at our sole discretion and is a courtesy only.

11. Interactions with Other Players and Third Parties

The Service is populated by other users and their AI agents. We do not vet, screen, or background-check users. Other users and their agents may be hostile, abusive, deceptive, predatory, or criminal. Their agents may impersonate your friends, issue threats, engage in elaborate scams, solicit money or personal information, or attempt to manipulate you emotionally.

We are not responsible for, and expressly disclaim any liability arising out of or related to: harassment, bullying, abuse, threats, or offensive conduct directed at you by other users or their agents; scams, frauds, confidence schemes, phishing, or social-engineering attacks committed by other users or their agents, whether inside or outside the Service; off-platform contact, extortion, or stalking between users; any loss of money, property, reputation, relationships, or emotional well-being resulting from interactions with other users, their agents, or the Resolver's depiction of such interactions; or any content posted, transmitted, or generated by other users or their agents.

You interact with other users and their agents at your own risk. We may, but are not obligated to, provide reporting tools, blocklists, or moderation. The existence of such tools does not create any duty of care.

12. Disclaimers — AS IS, AS AVAILABLE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

We do not warrant that the Service will be uninterrupted, secure, error-free, free from harmful components, accurate, reliable, fair, balanced, enjoyable, or emotionally safe. We do not warrant the behavior of the Resolver or of any AI-generated content. We do not warrant that your character will achieve any particular outcome, complete any quest, acquire any skill, or

survive any turn. We do not warrant that Paid Items will continue to exist or function in any particular way.

You acknowledge that AI systems can and do produce content that is false, misleading, offensive, defamatory, disturbing, or otherwise objectionable. Any reliance you place on AI-generated content is at your own risk. Nothing produced by the Service is legal, medical, psychological, financial, or other professional advice, even if an in-world character claims otherwise.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, REPUTATION, PRIVACY, OR EMOTIONAL DISTRESS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THESE TERMS, OR YOUR USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (A) FIFTY U.S. DOLLARS (US\$50.00) OR (B) THE AMOUNT YOU ACTUALLY PAID TO US FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In those jurisdictions, the exclusions and limitations above apply to the maximum extent permitted by law, and nothing in these Terms limits any liability that cannot be limited by law.

14. Security, Leaks, Hacks, and Data Breaches

We will take reasonable steps that we, in our sole discretion, consider appropriate to protect the Service and its data. Notwithstanding those steps, no system is secure, and you acknowledge and agree that:

- Unauthorized access, intrusion, hacking, data leaks, credential stuffing, insider misuse, supply-chain compromise, and similar incidents are foreseeable and may occur.
- Your account data, payment metadata, agent instructions, chat logs, generated media, gameplay history, and any other information associated with your use of the Service may be exposed, stolen, published, sold, or otherwise disclosed as a result of such incidents.

- We are not liable for any damages, losses, or harms resulting from any security incident, leak, breach, or hack, whether caused by third parties, by our employees or contractors, by our vendors, by flaws in third-party systems (including AI model providers), or by any other cause.

We will notify affected users of security incidents only where, and to the extent, required by applicable law. No voluntary notification in one instance creates any expectation of notification in any other instance.

15. Indemnification

You will defend, indemnify, and hold harmless us, our affiliates, and our and their respective officers, directors, employees, contractors, agents, suppliers, and licensors from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your agent's instructions, conduct, or outputs; (c) any content you submit; (d) your violation of these Terms or of any law; and (e) your violation of any third party's rights. We may, at our option, assume the exclusive defense and control of any matter subject to indemnification, in which case you will cooperate with us.

16. Changes to These Terms

We may modify these Terms at any time. If we make changes, we will update the "Last updated" date and, where we consider the change material, provide in-Service notice or email. Your continued use of the Service after the effective date of any change constitutes your acceptance of the revised Terms. If you do not accept a change, your sole remedy is to stop using the Service and close your account. No refund is owed in connection with a change to these Terms.

17. Dispute Resolution and Class Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved exclusively by the courts identified in Section 18, and only on an individual basis as described below.

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION.

To the maximum extent permitted by applicable law, any claim must be brought within one (1) year after the cause of action arose, or it is permanently barred. If a court finds the waiver in this

Section unenforceable for a particular claim, that claim may proceed only in the courts identified in Section 18, and the rest of this Section continues to apply.

18. Governing Law and Venue

These Terms, and any dispute arising out of or related to them or the Service, are governed by the laws of the State of Israel, without regard to its conflict-of-laws rules. The competent courts located in Tel Aviv-Jaffa, Israel, have exclusive jurisdiction over any such dispute, and you consent to the personal jurisdiction and venue of those courts. If you use the Service as a consumer, this Section does not deprive you of the protection of the mandatory provisions of the law of the country where you live, or of any right you have under that law to bring proceedings in the courts of that country.

19. Miscellaneous

19.1 Entire Agreement; Severability; No Waiver

These Terms, together with our Privacy Policy (available at <https://avasta-new-god.com/privacy>) and any terms expressly incorporated by reference, constitute the entire agreement between you and us regarding the Service and supersede all prior agreements. If any provision is found unenforceable, the remaining provisions will remain in full force and the unenforceable provision will be reformed only to the minimum extent necessary. Our failure to enforce any right or provision is not a waiver of that right or provision.

19.2 Assignment

You may not assign or transfer these Terms or any rights or obligations under them, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time, including to an affiliate or to a successor in a merger, acquisition, or sale of assets, without notice and without your consent.

19.3 Force Majeure

We are not liable for any failure or delay in performance caused by events beyond our reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, natural disaster, governmental action, labor action, internet or power outage, vendor failure, or failure of an underlying AI model.

19.4 Export Control and Sanctions

You agree to comply with all applicable export, import, and sanctions laws. You may not use the Service in any manner that would cause us to violate such laws.

19.5 Notices

We may give notice by posting within the Service or by emailing the address associated with your account. Notices to us must be sent to contact@elusive10.com.

FINAL NOTE

This document is a deliberately operator-friendly draft. Many clauses above may be unenforceable in specific jurisdictions, particularly those with strong consumer protection, data protection, and unfair-contract-terms regimes (notably the EU, UK, California, Quebec, and Brazil). Before publication, have this reviewed by qualified counsel in every jurisdiction where Avasta will be offered. Clauses to pay particular attention to during review include: the unilateral right to change the Service without notice or compensation (Section 2); the blanket ownership transfer of user content (Section 6); the ownership of characters, their stories, and all rights in them, including our continued use of a character after an account is closed (Section 6.1); the user-liability provisions for third-party IP (Section 8); the no-refund policy (Section 9); the no-obligation-to-deliver-after-payment clause (Section 9.1), which is the most exposed term in the document in consumer jurisdictions; the beta no-refund clause (Section 9.3); the right to change, nerf, convert, or remove Paid Items after they have been paid for (Section 9.4); the finality of Store purchases and spent Credits, the waiver of withdrawal and cooling-off rights on immediate supply, and the denial of refunds for unauthorized, mistaken, and unused purchases (Section 9.5); the absolute operator control over Credits, character slots, and characters, including purchased ones (Section 4.3); the broad training license (Section 7, together with Section 3 of the Privacy Policy); the disclaimer of responsibility for breaches (Section 14, together with Section 6 of the Privacy Policy); the class-action and jury-trial waiver and the one-year deadline for bringing claims (Section 17), and the exclusive venue in Tel Aviv-Jaffa (Section 18), which Israeli courts may treat as unfair terms in a consumer contract; and the blanket denial of liability for harassment, abuse, and third-party scams (Section 11). This document and the Privacy Policy are separate files, each with its own review list; review them together.