

Terms of Service

Effective Date: April 2, 2026

Welcome to Santa AI ("the App"), operated by rafcolm_ Software, operated by Rafael J. Colón, based in Caguas, Puerto Rico, USA ("we," "us," or "our").

By downloading, installing, or using Santa AI, you ("Parent" or "Guardian") agree to these Terms of Service on behalf of yourself and any child who uses the App under your supervision. If you do not agree to these terms, do not use the App.

1. Eligibility and Account Responsibility

- The App is designed for use by children under the supervision of a parent or legal guardian.
- Only a parent or legal guardian may create an account and set up a child profile.
- You are responsible for maintaining the security of your account credentials and for all activity that occurs under your account.
 - You must provide accurate information when creating a child profile (name, age, birthday).
 - You must be at least 18 years old (or the age of legal majority in your jurisdiction) to create an account.

2. Description of Service

Santa AI is an AI-powered voice conversation app that allows children to talk with a virtual Santa Claus character. The service includes:

- Voice conversations — children speak to Santa, who responds with AI-generated voice
- Content moderation — a three-layer safety system monitors all conversations
- Parental controls — biometric-locked settings, violation reviews, and time limits
- Personalization — conversations are personalized based on the child's name, age, interests, wish list, and good deeds

3. Subscriptions and Payments

3.1 Plans

Plan | Daily Chat Limit | Ads
Free | 3 minutes per day | Yes
Premium | 30 minutes per day | No

Both plans include unlimited conversations within the daily time budget and full access to the voice AI experience.

3.2 Pricing

Plan | Price
Premium Annual | \$5.99/year (auto-renewable)
Premium Lifetime | \$19.99 one-time purchase

Promotional sales and discounted pricing may be offered from time to time throughout the year. Prices shown above are the standard rates and are subject to change.

3.3 Billing

- Premium subscriptions are billed through the Apple App Store (iOS) or Google Play Store (Android).
- Subscriptions auto-renew unless cancelled at least 24 hours before the end of the current billing period.
- Payment is charged to the store account at confirmation of purchase.

3.4 Cancellation

- You may cancel your subscription at any time through your device's app store settings:
 - iOS: Settings > Apple ID > Subscriptions
 - Android: Google Play Store > Subscriptions
- Cancellation takes effect at the end of the current billing period. You retain Premium access until then.
- We do not offer refunds for partial billing periods. Refund requests must be directed to Apple or Google.
- No refunds will be issued for accounts suspended or terminated due to content moderation violations (see Section 5).

4. Acceptable Use

You and your child agree not to:

- Attempt to bypass, disable, or circumvent the content moderation system
- Use the App for any unlawful purpose
- Attempt to extract, reverse-engineer, or decompile the App's source code
- Share account credentials with others
- Use the App in a manner that could harm, harass, or endanger any person
- Submit deliberately harmful, offensive, or inappropriate content with the intent of exploiting the AI system
- Use automated systems, bots, or scripts to interact with the App

5. Content Moderation and Safety

5.1 How Moderation Works

All conversations are monitored by a three-layer moderation system:

1. Keyword filtering — blocks known inappropriate terms
2. AI input moderation — analyzes child messages before processing
3. AI output moderation — analyzes Santa's responses before delivery

5.2 Zero-Tolerance Policy

Santa AI enforces a strict zero-tolerance policy for inappropriate content. This policy applies equally to all users, including paid Premium and Lifetime subscribers. A Premium subscription does not exempt any user from content moderation, blocking, or any other enforcement action. Repeated or severe violations may result in permanent suspension of access without refund, regardless of subscription tier or payment status.

5.3 Consequences of Violations

When a child's message triggers the moderation system:

- Chat is temporarily paused (default: 2-hour cooldown period)
- The parent receives an email notification with violation details
- Chat remains paused until the parent reviews and acknowledges the violation in the App
- Repeated violations may result in extended cooldown periods or permanent suspension

5.4 AI-Generated Content Disclaimer

Santa's responses are generated by artificial intelligence. While we implement robust safety measures:

- Responses may occasionally be inaccurate, unexpected, or imperfect
- The App is not a substitute for parental guidance, education, or professional advice
- We do not guarantee that all AI-generated content will be appropriate in every context
- Parents should supervise their child's use of the App

6. Intellectual Property

- The App, including its design, code, AI models, branding, and content, is owned by rafcolm_ Software and protected by applicable intellectual property laws.
 - You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes.
 - Conversation content generated during use may be retained by us for the purposes of providing the service (moderation, conversation history, personalization). We do not claim ownership of the content your child creates.

7. Privacy

Your privacy and your child's privacy are important to us. Please review our Privacy Policy (<https://thesanta.ai/privacy>) for detailed information about how we collect, use, and protect data, including a complete breakdown of every data type, how it is handled, and which third-party services receive it.

We do not sell, rent, lease, or trade any personal information — including children's data — to any third party, for any purpose, ever. All data practices are described in detail in the Privacy Policy.

By using the App, you consent to the data practices described in the Privacy Policy.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- The App is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, express or implied.
- We do not warrant that the App will be uninterrupted, error-free, or completely secure.
- We are not liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the App.
 - Our total liability for any claim related to the App shall not exceed the amount you paid for the App in the 12 months preceding the claim.

9. Indemnification

You agree to indemnify and hold harmless rafcolm_ Software, its operator, and its affiliates from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from your use of the App or violation of these Terms.

10. Termination

- You may stop using the App and request account deletion at any time by contacting support@thesanta.ai.
- We may suspend or terminate your access to the App if we reasonably believe you have violated these Terms or if required by law.
 - Upon termination, your right to use the App ceases immediately. Provisions that by their nature should survive termination (including Limitation of Liability, Indemnification, and Governing Law) will continue to apply.

11. Changes to These Terms

We may update these Terms from time to time. Changes will be posted on our website at <https://thesanta.ai/terms>. The "Effective Date" at the top will be updated. Continued use of the App after changes are posted constitutes acceptance of the updated Terms. For material changes, we will make reasonable efforts to notify you via the App or email.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Commonwealth of Puerto Rico and applicable federal laws of the United States, without regard to conflict of law principles. Any disputes arising from these Terms or your use of the App shall be resolved in the courts located in Puerto Rico.

13. Contact Us

If you have questions about these Terms of Service, please contact us:

rafcolm_ Software

Operated by Rafael J. Colón

Caguas, Puerto Rico, USA

Email: support@thesanta.ai

Website: <https://thesanta.ai>