

Consent and AI Avatar Authorization Agreement

PositionLEAP, Inc. · Version 1.1 · Complete unsigned example

This is a blank example of the complete agreement, including the fields and signature record. No one has signed it, and it does not grant permission. The signed copy records the person's own details, choices, initials and signature.

Page 1 of 5 — Consent and Purpose

1.1 What this agreement is

This is an agreement between you and PositionLEAP, Inc. ("the Company"), which operates this service. By completing, initialling and signing this agreement you give your informed, voluntary permission for the Company to create and operate a personalised artificial intelligence representation of you, referred to throughout as your "AI avatar".

Please read every page. You will be asked to initial each page to confirm that you have read it, and to sign at the end. You may stop at any point before you submit the agreement.

1.2 What the service does

The service records interviews and conversations, referred to as Life Videos, and uses them together with other materials you choose to provide in order to build an interactive representation of you. That representation can hold conversations, answer questions, and speak in a recreated version of your voice.

To do this, the service processes the materials you provide using artificial intelligence technologies. These include speech recognition, speech synthesis and voice cloning, image and video generation, lip synchronisation, facial and likeness modelling, language models that generate replies, and the storage and indexing of the information you give so that your avatar can recall it in later conversations.

1.3 What you are agreeing to provide and allow

You consent to the collection, storage, processing and use of the following, to the extent you choose to provide them: your face and physical appearance; your likeness generally; your voice and speech recordings; your mannerisms, gestures and expressions; video recordings and photographs of you; your Life Videos; personal stories, memories and anecdotes; biographical information; information about your family, relationships and daily life; and any other audio, video, written or photographic materials you voluntarily submit.

You confirm that you have the right to provide these materials, and that providing them does not breach anyone else's rights. Where the materials include other identifiable people, you confirm that you have a reasonable basis for sharing them with the service.

1.4 Voluntary participation

Your participation is voluntary. You are not required to provide any particular material, and you may decline to answer any question during an interview. You may ask the Company about your materials, your avatar, or this consent at any time using the contact route provided in the service.

Initials for this page: _____

Date and time initialled: _____

Page 2 of 5 — AI Avatar Authorization

2.1 Who is authorized

You authorize PositionLEAP, Inc. and Josh Wex to coordinate and facilitate the creation, processing, configuration, testing, operation, maintenance, correction and improvement of your AI avatar and of the materials required to create it.

This authorization is limited to activities connected with providing, maintaining, improving, configuring and supporting the avatar service and any related functionality you request. It does not permit unrelated commercial exploitation of your likeness or voice.

2.2 Generation of new material

You understand and agree that the service will generate new material that did not previously exist. This may include speech in a recreated version of your voice, video or still imagery showing a likeness of you, animated facial movement and lip synchronisation, written replies, and other derivative media necessary to operate the avatar.

You authorize the creation of that derivative media to the extent it is necessary to create, operate, demonstrate to you, or support your avatar.

2.3 Synthetic output is not you

You acknowledge that everything your AI avatar says or shows is synthetic. It is produced by statistical models from the materials provided and does not always accurately reflect your actual beliefs, memories, opinions, intentions, personality or exact words.

The avatar may state things you never said, describe events inaccurately, misremember details, express views you do not hold, or respond in ways that are unexpected. This is an inherent characteristic of the technology, not a malfunction, and you accept it as part of using the service.

2.4 Service providers and vendors

You authorize the Company to disclose and transmit your materials to the technical service providers it uses to deliver the service, including cloud hosting, storage, transcription, speech synthesis, image and video generation and language model providers, strictly as necessary to provide the service. Those providers act on the Company's instructions and are bound by their own terms with the Company.

2.5 Testing and quality

You authorize limited internal review of generated output and source materials by the Company where that is necessary to configure your avatar, fix a fault, or investigate a problem you report.

Initials for this page: _____

Date and time initialled: _____

Page 3 of 5 — Sharing and Family Access

3.1 You choose who has access

Where the service provides sharing controls, you decide which connected accounts may receive access to your Life Videos, your signed consent materials, and your AI avatar. Nothing is shared with another account unless you select that account.

You are responsible for deciding whom you authorize. Please consider carefully before granting access, particularly to material that is personal or sensitive.

3.2 What an authorized person may do

A person you authorize may, depending on what you have shared: view Life Videos you have shared with them; view consent materials you have shared with them; interact and hold conversations with your AI avatar; hear AI-generated speech in a recreated version of your voice; and see AI-generated video or imagery representing you.

3.3 Changing or removing access

You may change your sharing selections later where the service supports it. Removing someone from your sharing list is intended to prevent further access through the platform from that point onward.

You understand that removing access cannot recover copies, screenshots, screen recordings or other reproductions that a person may already have obtained outside the platform, and that the Company has no practical means of retrieving such copies.

3.4 Conduct of authorized people

You acknowledge that the Company does not control how a person you authorize behaves after access is granted, and that you are choosing to trust the people you select.

Initials for this page: _____

Date and time initialled: _____

Page 4 of 5 — Risk, Release, and Limitations

4.1 Assumption of risk

You knowingly accept the risks of using an AI representation of a real person. These include: inaccurate, invented or unexpected statements by the avatar; output that is upsetting, or that differs noticeably from the real person; strong emotional reactions to interacting with an avatar of yourself or of a family member; technical errors, data loss, degraded quality or interruption of the service; and imperfect resemblance in voice, face, manner or memory.

4.2 Release

To the fullest extent permitted by applicable law, you release PositionLEAP, Inc., Josh Wex, and their officers, employees, contractors and technical service providers from claims arising out of: the authorized creation and operation of your AI avatar; the content of AI-generated output; the use of your likeness, voice and materials within the scope of this authorization; and the actions of people you have authorized to receive access.

4.3 Limitation of liability

To the fullest extent permitted by applicable law, the Company is not liable for indirect, incidental, special, consequential, punitive or exemplary damages, or for loss of data, profits, goodwill or emotional distress, arising from your use of the service. Where liability cannot lawfully be excluded, it is limited to the amount you have paid for the service in the twelve months before the event giving rise to the claim.

4.4 Indemnity

You agree to indemnify the Company against claims brought by a third party arising from materials you submitted that you did not have the right to submit, or from access you chose to grant to another person.

4.5 Unauthorized use outside reasonable controls

The Company applies reasonable technical and organisational safeguards to protect your materials. You acknowledge that no safeguard is perfect, and that the Company is not responsible for misuse that occurs despite reasonable controls, including misuse by a person you authorized.

4.6 Rights that cannot be waived

Nothing in this agreement excludes or limits any right or remedy that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, for fraud, or any statutory consumer or data protection rights you hold. Where a provision is unenforceable, the rest of the agreement continues to apply.

Initials for this page: _____

Date and time initialled: _____

Page 5 of 5 — Privacy, Electronic Consent, and Final Authorization

5.1 Privacy and data processing

You consent to the Company collecting, storing and processing the materials and personal information described in this agreement for the purposes of creating and operating your AI avatar, supporting the service, and keeping a record of your consent. Materials are stored in private storage and access is restricted to what is needed to provide the service.

You may contact the Company about your information, including to ask what is held, to ask for corrections, or to discuss deletion of your materials and avatar, subject to any records the Company must keep to evidence consent.

5.2 Electronic records and electronic signature

You agree that this agreement may be entered into electronically, that your drawn initials and drawn signature are your electronic signature, and that they have the same effect as a handwritten signature on paper. You agree to receive this agreement and related records in electronic form.

5.3 Consent record and audit information

To evidence that consent was given, the Company records and stores: your initials for each page and the time each page was initialled; your drawn signature; your full legal name; your date of birth; your account username; the date and time of signing; technical information associated with the submission, including the network address it came from; a unique consent document identifier; and the version of this agreement you accepted.

A finalised copy of this agreement, including those records, is stored and cannot be altered after submission. If you later sign a newer version, the earlier signed version is preserved.

5.4 Final authorization

By signing below you confirm that you are at least eighteen years old, that you have read all five pages of this agreement, that you understand what an AI avatar is and how it will be created and used, that you are giving this authorization voluntarily, and that you authorize PositionLEAP, Inc. and Josh Wex to proceed as described.

Initials for this page: _____

Date and time initialled: _____

Execution and Signature

Complete unsigned example · The actual signed copy stores the person's own answers and audit details.

Full legal name: _____

Date of birth: _____

Account username: _____

Email address: _____

Agreement version: 1.1

Consent document ID: _____

Authorized parties: PositionLEAP, Inc.; Josh Wex

Beneficiaries (optional)

Primary Beneficiary / Representative name: _____

Primary date of birth: _____

Secondary Beneficiary / Representative name: _____

Secondary date of birth: _____

The Avatar management roles of these people may be clarified in the AI Avatar Consent Addendum.

Avatar availability selection

The signer chooses when their avatar may be available through the form. The chosen instruction and any waiting period appear here in the completed copy. No availability is selected in this example.

Selected availability: _____

Waiting period, if applicable: _____

Electronic Execution Record

Signer name: _____

Signer email: _____

Signed at (date, time, time zone): _____

Network address: _____

Consent document ID: _____

Agreement version: _____

Drawn electronic signature: _____

Typed legal name of signer: _____

Page acknowledgement record

The signed document lists the timestamp and initials for each of the five pages here. This example intentionally contains none.