

# TERMS OF USE (EULA)

**Effective Date:** 16.04.2026 **Company:** Moonlight Agents Ltd, registered in the United Kingdom.

**1. Acceptance of Terms and Modifications** By downloading, accessing, or using the application ("Service"), you agree to these Terms. We reserve the right to modify these Terms at any time. Your continued use of the Service after changes constitutes your acceptance. You must be at least 18 years old to create an account. If you add information about minors to your family tree, you represent and warrant that you are their parent or legal guardian, assuming full legal responsibility.

**2. Account Security** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. We are not liable for any loss or damage arising from your failure to protect your login information or device from unauthorized access.

**3. Controlling Language** These Terms may be translated into other languages for convenience. However, the English language version shall govern your relationship with us, and any inconsistencies will be resolved in favor of the English version.

**4. App Store / Apple Disclaimer** If you download the Service from the Apple App Store, you acknowledge that these Terms are concluded between you and [Legal Entity Name] only, and not with Apple Inc. Apple is not responsible for the Service, its content, maintenance, support, or any third-party intellectual property claims. Apple and its subsidiaries are third-party beneficiaries of these Terms and have the right to enforce them against you.

**5. Acceptable Use, Deepfakes, and API Abuse** You agree to use the Service only for its intended purpose. You are strictly prohibited from: (a) reverse-engineering the App; (b) using automated scripts, scrapers, or bots to interact with the App or our AI APIs; (c) attempting to extract system prompts or training data; (d) generating unusually high volumes of requests. **Furthermore, you are strictly prohibited from uploading AI-generated, synthetic, or cloned voice recordings (deepfakes) of real individuals to impersonate them or create fabricated historical records.** Violation of this clause will result in an immediate, permanent ban.

**6. User-Generated Content (UGC) and Zero Tolerance** We maintain a zero-tolerance policy for objectionable content. You agree not to upload content that is illegal, defamatory, harassing, hateful, or infringes on intellectual property. Users can report inappropriate content or block abusive users via moonlightagents@gmail.com. **We will review and act upon reports of objectionable content and abusive users within 24 hours of receipt.** We reserve the right to remove any User Content and ban users without prior notice.

**7. Sensitive Data and Deceased Individuals** You are strictly prohibited from recording or uploading sensitive personal data (including health conditions, medical history, genetic data,

DNA test results, ethnic origin, or religious beliefs) about living individuals unless you have their explicit, legally documented consent. You assume all liability for processing such data. While privacy laws generally apply to living individuals, we reserve the right to remove User Content regarding deceased individuals if it causes distress, violates our community standards, or results in documented disputes among surviving family members.

**8. AI Disclaimer, Third-Party Dependency, and Force Majeure** The Service uses third-party Artificial Intelligence (e.g., OpenAI, Anthropic, Google) to transcribe audio. AI may generate inaccurate or offensive outputs ("hallucinations"). WE DISCLAIM ALL LIABILITY FOR THE ACCURACY OF AI-GENERATED CONTENT. Furthermore, the Service depends entirely on these APIs. We are not liable for any service interruptions, delays, or loss of functionality caused by API outages, provider policy changes, or force majeure events.

**9. User Consents and Export Responsibility** By adding living individuals to your tree or recording stories about them, you represent that you have obtained their explicit, legally valid consent. If you choose to export your family tree data, you assume full responsibility for securely storing and sharing that data outside of the Service.

**10. License to Your Content** You retain ownership of your User Content. You grant us a worldwide, royalty-free, non-exclusive license to use, store, modify, translate (via AI), and display your User Content to users you invite to your tree.

**11. Unsolicited Ideas and Feedback** Any feedback, comments, ideas, improvements, or suggestions (collectively, "Feedback") provided by you to us regarding the Service shall remain the sole and exclusive property of [Legal Entity Name]. We shall be free to use, copy, modify, publish, or redistribute the Feedback for any purpose and in any way without any credit or any compensation to you.

**12. Subscriptions and No Refund Policy** Premium subscriptions are processed through your Apple App Store or Google Play account and auto-renew unless canceled at least 24 hours before the period ends. **You can manage your subscriptions and turn off auto-renewal by going to your Account Settings in the App Store or Google Play after purchase.** ALL PURCHASES ARE FINAL AND NON-REFUNDABLE. We do not provide refunds for partial periods, AI inaccuracies, or service interruptions.

**13. Export Control and Sanctions** You represent and warrant that you are not located in a country subject to a U.S. or UK Government embargo, or designated as a "terrorist supporting" country, and that you are not listed on any U.S. or UK list of prohibited or restricted parties.

**14. Assignment** We may assign, transfer, or delegate our rights and obligations under these Terms to a third party without your consent, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

**15. Right to Terminate or Modify Service** We provide the Service "AS IS" and "AS AVAILABLE." We reserve the right to modify, suspend, or discontinue the Service at any time, without liability to you. We may permanently delete your account and data after two (2) years of continuous inactivity.

**16. Indemnification** You agree to indemnify and hold harmless [Legal Entity Name] from any claims, damages, liabilities, and expenses (including legal fees) arising from your User Content, including claims of defamation, privacy violations, or copyright infringement.

**17. Dispute Resolution and Class Action Waiver** These Terms are governed by the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the courts of London, England. **YOU AGREE TO BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION.**

**18. Severability and Survival** If any provision is found to be unenforceable, the remaining provisions will remain in full force. Your obligations regarding Indemnification, Dispute Resolution, and Content Licenses shall survive the termination of your account.

**19. Copyright & DMCA Takedown** If you believe your copyrighted work has been infringed, notify our designated agent at [moonlightagents@gmail.com](mailto:moonlightagents@gmail.com) with a description of the work, its location, and your contact info.