

DELUSION APP TERMS OF USE

Welcome to Deep Pixels, LLC ("Company", "we", "us" or "our"). We are a mobile technology company focused on developing products based on deep learning. Our mission is to elevate mobile photography by leveraging neural networks, deep learning, and computer vision techniques. We strive to provide innovative tools that help people express themselves through the camera in new and meaningful ways.

We're excited to offer you high-quality services and products, including our latest innovation — **Delusion**. **Delusion** is a mobile application designed to create AI-generated photoshoots based on user-provided images, using advanced artificial intelligence technologies. The app is currently available on the Apple App Store.

These Terms of Use (the "Terms," "ToS," or "Agreement") govern your access to and use of the **Delusion** mobile application (the "App"), our website **delusionapp.com** (the "Website"), and all related services and products made available through either of them (collectively, the "Services").

These Terms constitute a legally binding agreement between you and us. By accessing or using **Delusion**, you confirm that you have read, understood, and agree to be bound by these Terms, either on your own behalf or on behalf of the person or legal entity you represent. If you are using **Delusion** on behalf of another individual or organization, you affirm that you are authorized to accept these Terms on their behalf, and that they agree to be responsible to us if you or they violate these Terms.

If you do not agree to these Terms you must not use **Delusion**. Your continued use of the App or any of our Services will constitute your acceptance of these Terms.

If you have any questions about these Terms or about **Delusion**, please contact us by email contact@delusionapp.com (see **Section 15** for additional contact details).

1. DESCRIPTION OF SERVICES

Delusion is a mobile application that uses artificial intelligence algorithms to generate stylized photo content — AI photoshoots — based on the photos you upload. The application allows you to:

- (a) upload your images to the App;
- (b) generate AI-enhanced portraits and other photo-based visual content derived from your uploaded images.

All photos you submit through the **Delusion** mobile application are subject to our Privacy Policy.

We may, from time to time and without prior notice, change, enhance, or update the App and its features. We also reserve the right, at our sole discretion, to discontinue the operation of part or all of the App or to disable specific functionalities. Your use of the App does not guarantee continued access to any specific feature or to the App itself. Any modification, suspension, or discontinuation of **Delusion** or any of its features may occur without liability to you.

2. ELIGIBILITY

General Age Limitation

The **Delusion** App and Website are not intended for use by children under the age of 13, and we do not knowingly collect or solicit personal information from anyone under 13 years of age. If you are under 13, you must not:

- Use or access any part of **Delusion**, including the App or Website;
- Provide any personal information to us, including your name, address, phone number, or email address.

If you are a parent or legal guardian and believe that we may have collected personal information from your child under the age of 13, please contact us immediately (see **Section 15: How to Contact Us**), and we will take steps to delete such information.

Age Limitation for EEA Residents

If you are a resident of the European Economic Area (EEA), you must be at least 18 years old to use **Delusion**. We do not permit individuals under the age of 18 in the EEA to access or use the App or Services. If you become aware of someone under 18 in the EEA using **Delusion**, please notify us (see **Section 15**) so we can remove their data.

Age Limitation for UK Residents

If you reside in the United Kingdom, you must also be at least 18 years old to use **Delusion**. The use of our App and Services by individuals under 18 in the UK is strictly prohibited. If you know of someone under 18 in the UK using **Delusion**, please contact us (see **Section 15**), and we will take appropriate action to delete any related information.

3. USER ACCOUNTS AND ACCOUNT SECURITY

3.1. Account Registration

Some features and functionalities of the **Delusion** App or Services may require you to create and maintain a user account (the "Account"). By registering an Account, you agree to:

- Provide accurate, current, and complete information during registration and to keep your Account information updated at all times;
- Maintain the confidentiality and security of your login credentials (including any linked third-party accounts such as Apple ID or Google Account);
- Be fully responsible for all activities that occur under your Account, regardless of whether such activity is authorized by you;
- Immediately notify us of any unauthorized access, use, or suspected breach of security related to your Account.

You may register using a valid third-party platform account (e.g., Apple App Store), which grants us access to limited information as permitted by those platforms and their respective terms. Your relationship with such platforms is governed solely by your agreements with them.

3.2. Account Security and Liability Disclaimer

You are solely responsible for safeguarding your login credentials and for any actions taken through your Account. We disclaim any liability for losses or damages resulting from your failure to protect your Account or to notify us of security issues. You agree to indemnify and hold us harmless against any claims, damages, or liabilities arising out of or relating to unauthorized access or misuse of your Account caused by your actions or omissions.

3.3. Account Termination and Suspension

We reserve the right, at our sole discretion and without prior notice, to suspend or permanently terminate your Account or access to any part of the Services, including but not limited to the following circumstances:

- Violation of these Terms or any other applicable agreements or policies;
- Requests by law enforcement, judicial, or regulatory authorities;
- Actual or suspected fraudulent, abusive, or illegal activity;

- Operational or security concerns.

You acknowledge and agree that we shall not be liable to you or any third party for such suspension or termination, and you agree to defend, indemnify, and hold us harmless from any resulting claims, damages, or liabilities, including reasonable legal fees.

4. SUBSCRIPTIONS AND IN-APP PURCHASES

4.1. Overview

The **Delusion** App is free to download and offers certain functionalities at no cost. However, access to specific features and content may require in-app purchases or a paid subscription. These may include, but are not limited to:

- The purchase of **coins**, which can be used to access individual AI photo sessions and other features;
- Subscription plans (weekly, monthly, or annual) that unlock **premium photo sessions**, enable **custom style creation**, and provide **discounts** on coin purchases.

Unless explicitly stated otherwise in a written agreement signed by an authorized representative of the Company, all such purchases are offered as **non-exclusive, revocable, non-transferable**, and **non-sublicensable** licenses to access the applicable digital content and Services.

4.2. Subscription Terms

Subscription plans grant access to specific features for the duration of the applicable subscription term. Subscriptions renew automatically at the end of each billing cycle unless canceled by the user in accordance with the applicable platform's procedures (e.g., Apple App Store or Google Play).

We reserve the right to modify, suspend, or discontinue any subscription feature at any time, with or without prior notice, and without liability. In such cases, we may, at our discretion, offer equivalent or substitute functionality.

4.3. Coins and Consumables

Coins are a virtual in-app currency that may be purchased and used to unlock individual AI-generated photo sessions and other specified features. Coins are consumable digital goods and do **not** carry any monetary value outside of the App. All coin purchases are final and **non-refundable**, except as required under applicable law or platform policies.

Discounts on coin purchases may be offered to users with an active subscription. These discounts are valid only during the active subscription period and may be modified or withdrawn at any time.

4.4. Payment and Refund Policy

All payments for subscriptions and in-app purchases are processed by the platform through which you downloaded the App (e.g., Apple App Store, Google Play). We do not process payments directly and do not have access to your payment details.

Refunds, if applicable, must be requested directly through the respective platform and are subject to their policies. As a general rule, **payments are non-refundable** once content or functionality has been made accessible to you, even if unused.

4.5. Platform Restrictions

Purchases made via one platform (e.g., App Store) cannot be transferred to another platform (e.g., Google Play). Access is restricted to the platform on which the purchase was originally made.

4.6. Commercial Use

The App is intended for **personal, non-commercial** use only. Any commercial exploitation (including using outputs for promotional, marketing, or resale purposes) is strictly prohibited unless authorized by a separate, written agreement with us. Please contact us for commercial licensing inquiries.

4.7. Automatic Renewals

Subscriptions automatically renew at the end of each billing period (weekly, monthly, yearly, etc.) at the current subscription rate, unless you cancel your subscription before the end of the current period.

4.8. Modification of Subscription Plans

We reserve the right to modify, suspend, or cancel the subscription plans we offer, as well as change or remove features or content from these plans. These changes may occur without prior notice.

4.9. Price Changes

We may change the price of subscription plans, including recurring subscription fees. We will notify you of any price changes in advance, and new prices will take effect at the beginning of the next billing cycle. By continuing to use the subscription after the price change, you accept the new price. If you do not agree with the price change, you may cancel your subscription before the change takes effect.

4.10. Taxes and Fees

Tax rates or other fees depend on local regulations and may change over time. Any change in tax rates will be applied automatically based on your account information.

4.11. Subscription Cancellation

You can cancel your subscription at any time. However, you will not receive a refund for any unused portion of the subscription. Cancellation can be done through your account settings on the platform (App Store, Google Play, or our website).

4.12. Trial Cancellation

To avoid being charged, cancel your subscription before the end of the trial period. Trial cancellations do not entitle you to a refund.

4.13. Uninstalling the App

Uninstalling the app will not automatically cancel your subscription. You must cancel the subscription through the relevant platform before uninstalling the app.

5. RIGHT TO AMEND

5.1. Right to Amend and Modify the App and Services

We reserve the right to modify, update, suspend, or discontinue any aspect of the **Delusion** App, Website, and Services, including features and functionality, at our sole discretion, without notice. We will not be liable for any unavailability of the App, Website, or Services, in whole or in part, for any period of time. We may, from time to time, restrict access to certain parts or all of the App, Website, or Services.

5.2. Account Access and Disabling

We also reserve the right to disable any username, password, or other account identifiers at our discretion, including if we believe you have violated these Terms of Service. Any such actions are taken to protect the integrity of the Services and maintain security.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership of Content and Materials

All materials, content, features, and functionality available through the **Delusion** App, Website, and Services—including, but not limited to, text, images, video, audio, software, design, and arrangement—are owned by **Delusion**, its licensors, or other content providers and are protected by international intellectual property laws. Except for user-generated content (e.g., photos, videos, AI Avatars), all content is owned or licensed by **Delusion**.

6.2. License to Use

Subject to the terms of your subscription and these Terms of Service, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the **Delusion** App, Website, and Services for personal, non-commercial purposes only. You may not:

- Reproduce, distribute, modify, create derivative works of, publicly display, perform, download, or transmit any content provided through the App or Services without explicit permission;
- Remove or alter any copyright, trademark, or proprietary rights notices from materials.

For any use of our content outside the App or Services, you must obtain prior written consent from us.

7. TRADEMARKS

The names "**Delusion**" and any associated logos, product names, service marks, designs, and slogans are trademarks of **Deep Pixels LLC**. You may not use any of these trademarks without prior written consent. All other trademarks on the App or Website are the property of their respective owners.

8. USER CONTENT

You retain full ownership of your photos, videos, and AI-generated content ("User Content") uploaded to **Delusion**. By uploading, you grant us a **limited license** to use your User Content solely for the purpose of providing and improving our services (e.g., generating AI Avatars). This license is non-exclusive, royalty-free, and revocable upon deletion of your content or account.

We do not claim ownership of your User Content, nor do we sell, distribute, or share it with third parties except for service providers and affiliates necessary to operate the app.

You represent and warrant that:

- You own the User Content or have all necessary rights to upload and use it in the app.
- If uploading content of others (e.g., photos of friends or third parties), you have obtained all required consents.

- You will indemnify **Delusion** for any third-party claims related to unauthorized use of their content, and you accept financial responsibility for such claims.

You agree not to upload any content that violates these Terms or infringes on third-party rights. **Delusion** is not liable for any loss or damage to User Content, including those caused by security breaches outside our control.

9. PROHIBITED CONDUCT AND CONTENT

9.1. General Prohibited Conduct

You agree to use **Delusion**, its App, Website, and Services only for lawful and non-commercial purposes and in strict compliance with these Terms. You shall not engage in any of the following prohibited conduct:

1. **Violation of Laws:** You must not use **Delusion** in any manner that violates any applicable national, federal, state, local, or international law or regulation.
2. **Harmful or Abusive Conduct:** You must not use **Delusion** to stalk, abuse, intimidate, harass, threaten, defame, insult, or engage in any offensive or derogatory conduct. This includes sending sexually explicit communication, using vulgar language, or making racially offensive statements.
3. **Content that Violates Standards:** You may not send, knowingly receive, upload, download, use, or re-use any material that violates the content standards outlined in these Terms of Service.
4. **Unauthorized Advertising:** You may not send or procure the sending of unsolicited advertising, junk mail, chain letters, or spam without our prior written consent.
5. **Impersonation:** You must not impersonate or attempt to impersonate **Delusion**, another User, or any other person or entity, including, without limitation, by using e-mail addresses or other identifiers associated with such entities.
6. **Interference with Others' Use:** You may not engage in any conduct that restricts or inhibits anyone's use or enjoyment of **Delusion** or that may harm **Delusion** or expose users to liability.
7. **Soliciting Illegal Activities:** You must not solicit, encourage, or conspire with others to engage in unlawful activities using **Delusion**.

8. **Damage or Impairment of Service:** You may not use **Delusion** in a way that disables, overburdens, damages, or impairs the Website, App, or Services, or interferes with any other party's use of **Delusion**.
9. **Malicious Software and Hacking:** You must not introduce any viruses, trojan horses, worms, logic bombs, or other malicious material that could harm, interfere with, or impair the operation of **Delusion**.
10. **Unauthorized Access:** You must not attempt to gain unauthorized access to, interfere with, or disrupt any server, computer, or database connected to the Website, App, or Services, or attempt to bypass any security measures.
11. **Denial of Service Attacks:** You may not engage in or attempt a denial-of-service (DoS) attack or distributed denial-of-service (DDoS) attack to disrupt the functioning of **Delusion**.
12. **Reverse Engineering and Modification:** You must not reverse engineer, decompile, disassemble, or attempt to modify any part of the App, Website, Services, or other proprietary content provided, or cause others to do so.

9.2. Specific Prohibited Uses with AI Technology

Since **Delusion** utilizes AI technology for the generation of **AI Photoshoots**, you further agree that you will not use **Delusion** or its AI technology in the following prohibited ways:

1. **Exploitation of Minors:** You must not use **Delusion** or the AI technology to exploit, harm, or attempt to exploit or harm minors in any way.
2. **Generation of Harmful Content:** You may not use **Delusion** to generate, disseminate, or spread verifiably false information, content intended to harm others, or any content that infringes on the rights of others, including defamation or false claims.
3. **Personal Identifiable Information (PII):** You must not use the AI technology to generate or disseminate PII or other personal information that could be used to harm an individual or violate their privacy.
4. **Defamation or Harassment:** You are prohibited from using **Delusion** or AI-generated content to defame, insult, or otherwise harass others.
5. **Discriminatory or Harmful Use:** You must not use **Delusion** or the AI technology to generate content that discriminates against individuals or groups based on legally protected characteristics or causes harm to them based on their

personal or personality traits, including their age, race, gender, sexual orientation, nationality, or any other protected characteristic.

6. **Automated Decision-Making:** You must not use the AI technology for automated decision-making processes that may adversely affect individuals' legal rights or create legally binding obligations, or modify any obligations.
7. **Physical or Psychological Harm:** You must not exploit any vulnerabilities of individuals or groups based on their characteristics (age, mental, or physical condition) in a way that could cause or is likely to cause physical or psychological harm.
8. **Illegal or Harmful Activities:** You may not use **Delusion** or AI-generated content for illegal activities, including but not limited to predicting fraudulent actions, manipulating law enforcement, or assisting in unlawful or criminal activities, including but not limited to fraud or crime prevention based on discriminatory profiling.
9. **Medical Advice:** You may not use **Delusion** or AI-generated content for providing medical advice or interpreting medical results without proper qualification and authorization.

9.3. Monitoring and Enforcement

We have the right to:

1. **Monitor Use:** Monitor your use of **Delusion** to ensure compliance with these Terms and applicable laws.
2. **Investigate Violations:** Investigate any conduct that violates these Terms, including but not limited to conducting thorough investigations and cooperating with law enforcement authorities to prosecute Users who violate the law.
3. **Limit Access or Discontinue Services:** At our discretion, we reserve the right to suspend, limit, or discontinue **Delusion**, introduce new features, impose limitations, or restrict access to certain features at any time without prior notice.
4. **Take Corrective Actions:** If we find that you have violated these Terms, we may take corrective actions, including but not limited to removing infringing content, suspending or terminating your account, or engaging in legal action if necessary.

9.4. Indemnification

You agree to indemnify, defend, and hold harmless **Delusion**, its affiliates, officers, employees, agents, and partners from and against any claims, damages, losses, liabilities, and expenses, including legal fees, arising from:

1. Your violation of these Terms or any applicable laws.
2. The unauthorized use or infringement of third-party rights related to your User Content or actions taken within **Delusion**.
3. Any harm, legal action, or financial liability resulting from your actions or the content you upload or generate through **Delusion**.

9.5. Limitation of Liability

Delusion and its affiliates are not liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, arising out of your use or misuse of **Delusion**, the App, Website, or Services. You agree that your sole remedy in case of dissatisfaction with **Delusion** or its Services is to stop using the platform.

10. COPYRIGHT INFRINGEMENT POLICY FOR DELUSION

If you believe that any content on **Delusion** infringes your copyright, please notify us by submitting a detailed DMCA notice using the instructions below. We will review your complaint and respond in accordance with applicable laws.

At **Delusion**, we are committed to respecting the intellectual property rights of others. We take copyright infringement seriously and will respond promptly to any notices of alleged infringement, in accordance with the **Digital Millennium Copyright Act** (DMCA) and other applicable laws.

If you believe that content uploaded, posted, or otherwise made available through **Delusion** (including but not limited to text, images, videos, music, and User Content) infringes your copyright, you may request removal or disabling of access to that content by submitting a valid **DMCA Notice** to us.

How to Submit a DMCA Notice

To initiate a claim of copyright infringement, your written DMCA Notice must include the following elements:

1. **Signature**
A physical or electronic signature of the copyright owner or an authorized

representative acting on behalf of the copyright owner whose rights have been allegedly infringed.

2. Identification of Infringing Content

A detailed description of the copyrighted work that you believe has been infringed. If multiple works are involved, please provide a representative list of such works.

3. Identification of Infringing Material

A description of the material that you believe is infringing, including URLs or links that will help us locate the infringing content on **Delusion**. This is necessary to allow us to take appropriate action.

4. Contact Information

Your full name, address, email address, and telephone number, so that we can contact you regarding the notice.

5. Good Faith Belief

A statement that you have a good faith belief that the use of the copyrighted material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6. Accuracy and Penalty of Perjury

A statement that the information in your notice is accurate, and that you are the copyright owner or authorized to act on behalf of the copyright owner. This statement must be made under penalty of perjury, indicating that the content is indeed infringing.

Once we receive a valid DMCA Notice, we will assess the claim and take appropriate action, which may include removing or disabling access to the alleged infringing material. We will notify the user who posted the allegedly infringing content, allowing them the opportunity to file a counter-notice if they believe the claim is incorrect.

Contact Information for DMCA Notices

Please send your DMCA Notice to our designated copyright agent at the following contact details:

- **Copyright Agent:**
Nat Smith
contact@delusionapp.com

We recommend that you keep a copy of your notice for your records. Upon receipt of a valid DMCA Notice, we will review it in accordance with the DMCA and may act to remove or block access to the infringing content.

Counter-Notice Process

If you are the user who uploaded the allegedly infringing content and believe that your content was removed in error or misidentified, you have the right to submit a **Counter-Notice** under the DMCA. The Counter-Notice should include:

1. **Your Information:** Your full name, address, email, and telephone number.
2. **Statement of Disagreement:** A statement under penalty of perjury that you believe the content was removed due to a mistake or misidentification.
3. **Signature:** A physical or electronic signature.
4. **Content Identification:** A description of the content that was removed, and where it was located before removal.

Once we receive a valid **Counter-Notice**, we will review the details and, if applicable, restore the content unless the original complainant files a court action. You understand that submitting a **Counter-Notice** is a legally binding statement, and you may be subject to legal consequences if your submission is false or misleading.

Limitation of Liability

Delusion is a platform for users to upload and interact with content. We do not actively monitor or control the content posted by users. We are not responsible for any claims of copyright infringement or other legal violations related to user-generated content. Our role is strictly to provide a platform, and we respond to complaints when necessary.

By using **Delusion**, you acknowledge and agree that we will not be liable for any damages, losses, or expenses arising from the infringement of copyright or any other intellectual property rights.

Important Notes:

- **Delusion** does not guarantee that content will be removed or restored upon filing a DMCA Notice or Counter-Notice. The outcome depends on the information provided and the circumstances of the claim.

- The submission of a false or fraudulent DMCA Notice may result in legal consequences, including possible liability for damages.
- We reserve the right to suspend or terminate the account of any user who is repeatedly involved in copyright infringement.

For any further questions or concerns, please contact us directly at contact@delusionapp.com.

Disclaimer:

We provide this policy as a means to comply with applicable copyright laws. However, **Delusion** is not responsible for the accuracy or completeness of the information provided in the notices. It is the responsibility of the copyright holder to ensure that their claims are valid and properly substantiated.

11. DISCLAIMER OF WARRANTIES

Your use of **Delusion**, the website, and all associated services is at your own risk. We do not guarantee that the app will always work perfectly, nor can we guarantee that you will not encounter unexpected results when generating AI Avatars — the process is inherently unpredictable. However, we are continually working to improve the AI's safety settings. If you encounter any offensive content generated by the AI, please report it to us at contact@delusionapp.com to help us improve the user experience.

11.1. No Liability for Technologically Harmful Material

We cannot and do not guarantee that files available for download from the app, website, or services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures for virus protection and ensuring the accuracy of data input and output. You are also responsible for maintaining backups of any lost data. We are not liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful materials that may infect your computer equipment, programs, data, or other proprietary materials due to your use of the app, website, or services, or any materials obtained through the app or website.

11.2. Disclaimer of Warranties

Your use of the app, website, content, and any services or items obtained through them is at your own risk. The app, website, and associated content are provided on an "as-is" and "as-available" basis, without any warranties of any kind, whether express or implied. Neither **Delusion** nor any person associated with **Delusion** makes any warranty or representation about the completeness, security, reliability, quality, accuracy, or availability of any of these services or materials. Without limiting the

foregoing, neither **Delusion** nor anyone associated with it warrants that the app, website, content, or services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the website, app, or servers hosting them will be free from viruses or other harmful components, or that the services will meet your needs or expectations.

11.3. Exclusion of Implied Warranties

Delusion hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to warranties of merchantability, non-infringement, and fitness for a particular purpose. We make no representations regarding the accuracy, reliability, or availability of content or services accessed through the app, website, or associated services.

11.4. Limitations on the Use of AI Technology

We cannot fully control the results generated by the AI. Therefore, the avatars created through this feature do not represent the official views or positions of **Delusion** on matters such as religion, ethnicity, clubs, organizations, companies, individuals, or any other group. While we make reasonable efforts to moderate the **AI Photoshoots** feature by adjusting AI settings within our control, we cannot guarantee that the generated content will align with any specific expectations.

We do not accept any liability for the results generated by the **AI Photoshoots** feature or any content produced through it. By agreeing to these Terms and/or purchasing a subscription, you acknowledge this disclaimer and waive any claims against us arising from the avatars generated. If you encounter any offensive or unacceptable avatars, please report them to us at [**contact@delusionapp.com**](mailto:contact@delusionapp.com).

11.5. No Liability for User Content

We do not control or accept responsibility for user-generated content uploaded to the app. Each user is responsible for complying with all laws and rights associated with content they create or upload. By using **Delusion**, you agree to do so at your own risk, and you will not hold us liable for any issues arising from the content generated by or uploaded to the platform.

11.6. Application of This Disclaimer

In case you encounter issues with the **AI Photoshoots** feature, you are encouraged to reach out to us with a complaint. However, by using the **AI Photoshoots** feature, you agree that we are not responsible for any results generated by this tool. Any claims related to avatars should be directed to our support team via contact@delusionapp.com.

12. ADDITIONAL LIMITATION OF LIABILITY

12.1. No Liability for Damages

To the fullest extent permitted by applicable law, **Delusion** and its affiliates, licensors, service providers, employees, agents, officers, or directors shall not be liable for any damages of any kind, whether under contract, tort (including negligence), or any other legal theory, arising out of or in connection with your use of, or inability to use, the app, website, any content available through them, or any services or items obtained through them. This includes, but is not limited to, any direct, indirect, special, incidental, consequential, or punitive damages such as:

- Personal injury or emotional distress
- Loss of revenue, profits, business, anticipated savings, goodwill, or use
- Data loss or corruption

Even if **Delusion** was advised of the possibility of such damages, you agree to release us from any liability for these damages.

This limitation of liability shall apply regardless of whether the claim arises due to a breach of contract, tort, or otherwise, and regardless of whether the damages were foreseeable.

12.2. Exclusion of Liability

This limitation does not affect any liability which cannot be excluded or limited under applicable law, including death or personal injury caused by negligence or fraudulent misrepresentation.

13. INDEMNIFICATION

13.1. Agreement to Indemnify

You agree to defend, indemnify, and hold harmless **Delusion**, its affiliates, licensors, service providers, officers, directors, employees, agents, contractors, suppliers, and other associated parties from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to:

- Your breach of these Terms of Service
- Your use or misuse of the app, website, or services
- Your User Contributions (such as content you upload or generate)

- Any unauthorized use of the website's content, app content, or services
- Any violation of any laws, rules, or regulations applicable to your use of the app, website, or services

13.2. Material Breach

You understand and agree that any violation of the terms of this Agreement, whether caused directly or indirectly by you, constitutes a material breach, and you will be held responsible for any legal or financial consequences arising from such breaches.

14. Miscellaneous

14.1. Governing Law and Jurisdiction

These Terms of Service, as well as any disputes arising out of or in connection with your use of the app, website, or services, will be governed by the laws of the State of California, United States, without regard to its conflict of laws principles.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service shall be exclusively brought before the state or federal courts located in San Francisco, California. You agree to submit to the personal jurisdiction of such courts and waive any objections based on venue or inconvenient forum.

14.2. Waiver and Severability

No waiver by **Delusion** of any term or condition of these Terms of Service will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

If any provision of these Terms of Service is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

14.3. Entire Agreement

These Terms of Service, along with the Privacy Policy, represent the entire agreement between you and **Delusion** with respect to the app, website, and services. They supersede all prior agreements, understandings, representations, and warranties, whether written or oral, regarding the subject matter hereof.

14.4. Amendments

Delusion reserves the right to revise, modify, or update these Terms of Service at any time, in our sole discretion. All changes will take effect immediately upon posting on

the website or app. Your continued use of the app, website, or services after such modifications constitutes your acceptance of the updated Terms of Service.

15. CONTACT US

Your Comments and Concerns

For any questions, comments, or concerns regarding the website, app, or services, or to report technical issues or request support, please contact us at:

Email: contact@delusionapp.com

Last Updated: June 01, 2025