

TERMS OF SERVICE

Effective date: 23/09/2025

These Terms of Service (“Terms”) govern your use of the chat messaging application and related services provided by cyphertext.at (“we,” “us,” or “Provider”). By using or accessing the Service you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. The Service

The Service is a free-to-use chat messaging application that enables users to send and receive text messages, media, and other content (collectively, “Messages”). The Service is provided subject to these Terms and any additional rules, policies, or agreements we post from time to time (including our Privacy Policy).

2. Eligibility

You must be at least the minimum age required by applicable law to use the Service. By using the Service you represent and warrant that you meet the age requirement and that you have the right, authority and capacity to enter into these Terms.

3. Account & Use

- a. Creating an account (if applicable): You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.
- b. Acceptable use: You agree not to use the Service for illegal activity, harassment, exploiting minors, distributing malware, or any activity that violates applicable law or these Terms. We may suspend or terminate access for violations.

4. User Content

You retain ownership of the content you post or send through the Service (“User Content”). By transmitting User Content through the Service you grant Provider a limited license to host, transmit, store and display that content solely to provide the Service. You are responsible for your User Content and must ensure it does not infringe others’ rights or violate laws.

5. Encryption & Data Storage

- a. Encryption: We employ encryption and security measures to protect Messages and data stored by the Service. We have designed the Service so that stored user data is encrypted.
- b. Reasonable effort and limits: While we take extensive measures to secure data, no system is absolutely immune to compromise. We therefore cannot — and do not — guarantee that the Service is invulnerable to all possible attacks or that data is 100% inaccessible to all third parties in every conceivable scenario.

c. Operational security: We will maintain administrative, technical, and physical safeguards to protect data in accordance with industry practices.

6. Data We Do Not Store

We do not intentionally store certain categories of data. Specifically, Provider does not intentionally collect or retain: location data, browsing history, or other data types you would expect to remain private (e.g., GPS coordinates, persistent device identifiers) except as technically necessary to provide the Service or as required by law. We do not use or sell such data for advertising purposes.

Note: incidental or technical data (for example, transient network information logged by infrastructure or third-party services) may be processed as necessary to operate the Service. If you require strict guarantees that no network-level metadata is ever logged, contact us to discuss options.

7. Donations & Payments

If you choose to donate or make any payment to the Provider:

- a. Donations are voluntary and non-refundable. By donating you acknowledge and accept that donations are final.
- b. Any paid features, if offered, will be described separately and subject to applicable terms.

8. Law Enforcement & Legal Requests

- a. Cooperation policy: Provider respects legal process and will comply with valid, lawful requests from law enforcement to the extent required by applicable law.
- b. Evidence threshold: Except where compelled by law to do otherwise, we will not produce a user's content or account information to third parties without first reviewing the request and assessing whether there is a valid legal basis. We reserve the right to require a lawful process, appropriate documentation, and where permitted by law, to seek to narrow overbroad requests.
- c. Notice: Where permitted by law, we will attempt to notify the affected user before responding to a request so the user may seek protective measures, unless prohibited from doing so.
- d. Emergency disclosures: In situations involving imminent risk of death or serious physical injury, we may disclose information as permitted by law.

9. Moderation & Termination

- a. Provider may remove content or suspend/terminate accounts for violations of these Terms, illegal activity, or abuse of the Service.
- b. We are not required to retain User Content after termination; subject to our retention policies, some data may be deleted immediately and other data may be retained for a reasonable period to meet legal or operational obligations.

10. Intellectual Property

All rights, title and interest in the Service, including related software, designs, logos, trademarks, and documentation, are and will remain the property of Provider or its licensors.

11. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to indemnify and hold Provider, its affiliates and their respective officers, employees and agents harmless from any claim arising out of your violation of these Terms or your User Content.

14. Changes to Terms

We may change these Terms from time to time. We will post the updated Terms and indicate the effective date. Continued use of the Service after posting constitutes acceptance of the updated Terms.

15. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Italian Republic. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Italy, without prejudice to any applicable mandatory laws.

16. Miscellaneous

- a. Severability: If any provision is found invalid, the remaining provisions will remain in effect.
- b. Entire agreement: These Terms, together with our Privacy Policy and any other legal notices we post, constitute the entire agreement between you and Provider concerning the Service.
- c. Contact: For questions or notices, contact: customerhelp-feup@protonmail.com;