

# MASTER TERMS OF SERVICE AND END USER LICENSE AGREEMENT (EULA)

**Effective Date:** March 1, 2026

**NebulaCore Interactive LLC**

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**PLEASE READ THIS BINDING LEGAL AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE NEBULACORE APP (THE "SERVICE"), YOU EXPRESSLY AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, YOU MUST IMMEDIATELY UNINSTALL THE APPLICATION AND CEASE ALL USE OF THE SERVICE.**

## 1. ACCEPTANCE OF TERMS, ELIGIBILITY, AND UNILATERAL MODIFICATION

**a) Eligibility and Capacity:** By creating an account or otherwise accessing the Service, you represent and warrant that you are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction of residence, and possess the legal authority, right, and freedom to enter into this Agreement. The Service is strictly prohibited for use by anyone under the age of 13 under any circumstances.

**b) Account Security and Absolute Liability:** You are solely responsible for maintaining the strict confidentiality of your account credentials. You accept absolute liability for any and all activities, charges, and damages that occur under your account, regardless of whether such usage was authorized by you.

**c) Unilateral Modification:** NebulaCore Interactive LLC ("the Company") reserves the absolute right, at its sole and unfettered discretion, to modify, alter, amend, or update these Terms of Service at any time, without prior notice to you. Your continued use of the Service after any such modifications constitutes your formal, irrevocable acceptance of the new Terms. It is your sole responsibility to check this page periodically for changes.

## **2. AGGRESSIVE DATA COLLECTION, BROKERAGE, AND AI TRAINING**

- a) Comprehensive Tracking:** By using the Service, you grant the Company unrestricted, permanent consent to collect, process, analyze, and store your personal data. This includes, but is not limited to: precise GPS and Wi-Fi triangulated location tracking (even when the app is backgrounded or closed), IP addresses, MAC addresses, device identifiers (IMEI/UDID), battery level metrics, biometric data (including facial recognition templates and voiceprints), browser history, cross-app tracking data, and comprehensive keystroke logging within the application.
- b) Third-Party Sharing and Sale:** You explicitly and willingly consent to the Company sharing, transferring, leasing, or selling your personal data—both anonymized and de-anonymized—to third-party affiliates, advertising networks, data brokers, political organizations, and government agencies worldwide, without any further notice, consent, or compensation to you.
- c) Microphone, Camera, and Sensor Access:** You agree that the Service may periodically and silently access your device's microphone, camera, accelerometer, and gyroscope to optimize user experience, conduct behavioral analysis, and target hyper-personalized advertising.
- d) Generative AI Training Waiver:** You expressly consent that any text, voice, image, or behavioral data you generate while using the Service may be ingested, processed, and utilized in perpetuity to train, fine-tune, or develop the Company's proprietary artificial intelligence and machine learning models.

### **3. USER-GENERATED CONTENT AND INTELLECTUAL PROPERTY SURRENDER**

- a) Absolute Assignment of Rights:** Any text, images, audio, video, ideas, feedback, concepts, or other materials you upload, post, or transmit through the Service ("User Content") immediately becomes the sole, exclusive, and unencumbered property of the Company from the moment of creation.
- b) Perpetual, Universal License:** To the extent any User Content cannot be legally assigned under applicable law, you hereby grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable (through multiple tiers), and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content in any media format or channel now known or hereafter developed, including for commercial and advertising purposes.
- c) Waiver of Moral Rights:** You unconditionally and irrevocably waive any "moral rights," rights of paternity, integrity, or rights of privacy or publicity associated with your User Content, explicitly allowing the Company to use your likeness, voice, name, and creations for commercial purposes without attribution, notification, or compensation.

## **4. SUBSCRIPTIONS, AUTO-RENEWAL, AND HIDDEN FEES**

- a) Automatic Renewal:** All premium subscriptions to the Service will automatically renew at the end of the applicable billing cycle. Your designated payment method will be charged automatically unless you successfully cancel your subscription at least seventy-two (72) hours prior to the exact minute of the renewal date.
- b) Deliberately Complex Cancellation:** Deleting or uninstalling the app from your device does NOT cancel your subscription. To cancel, you must navigate through the Service's account portal on a desktop web browser, complete a mandatory multi-step exit survey, verify your identity via SMS OTP, and receive a digitally signed confirmation receipt. Failure to complete this exact process will result in continued, non-refundable billing.
- c) Dynamic and Surge Pricing:** The Company reserves the right to increase subscription fees, introduce new micro-transaction fees, or implement "surge pricing" during periods of high server load at any time. We will attempt to notify you of price increases via in-app notification, but failure to read or receive such notice does not exempt you from the new charges.
- d) Inactivity and Maintenance Fees:** Accounts that remain inactive for a period of ninety (90) consecutive days may be subject to a monthly "Account Maintenance Fee" of \$4.99, deducted automatically from the payment method on file or your virtual currency balance.
- e) No Refunds:** All payments are strictly non-refundable. The Company does not provide credits, refunds, or prorated billing for partially used subscription periods, accidental purchases, or dissatisfaction with the Service.

## **5. VIRTUAL CURRENCY AND IN-APP PURCHASES**

- a) Fictional Value:** The Service may include a virtual, in-app currency ("NebulaCoins", "Gems", "Tokens", etc.) or virtual digital goods. You acknowledge that these virtual items have absolute zero real-world fiat value, are not legal tender, and cannot be exchanged for real money, goods, or services outside of the App.
- b) Revocable License:** When you "purchase" virtual items, you are merely purchasing a limited, non-transferable, revocable license to access digital features within the Service. The Company retains absolute ownership of all virtual items.
- c) Expiration and Confiscation:** Virtual currency expires exactly one hundred and eighty (180) days from the date of acquisition, regardless of whether it was purchased or earned. Furthermore, the Company reserves the right to arbitrarily delete, confiscate, or alter the balance of your virtual currency at any time, without notice or liability.

## **6. DISTRIBUTED COMPUTING AND DEVICE RESOURCES**

- a) Background Processing:** By installing the Service, you grant the Company the explicit right to utilize your device's idle processing power (CPU), graphics processing unit (GPU), and network bandwidth to perform background calculations, participate in distributed computing networks, or process encrypted data pipelines on behalf of the Company or its partners.
- b) Hardware Degradation Acknowledgment:** You acknowledge that this background processing may result in increased battery drain, higher data usage charges from your cellular provider, and accelerated degradation of your device's internal hardware. The Company is completely absolved of any liability for device failure, overheating, or network overage fees.

## 7. BIOMETRIC INFORMATION PRIVACY AND WAIVER

- a) Biometric Harvesting:** In addition to standard data, the Service actively harvests Biometric Identifiers and Biometric Information. This includes, but is not limited to: facial geometry scans (via your device camera), gait analysis (via accelerometer), retinal tracking patterns, and unique keystroke dynamics.
- b) Permanent Retention:** By accepting this EULA, you waive any protections afforded under the Biometric Information Privacy Act (BIPA) or similar statutes. You authorize the Company to retain this biometric data indefinitely, transferring it to servers located in jurisdictions with minimal or non-existent data protection laws.

## 8. PROHIBITED CONDUCT AND ACCEPTABLE USE

You agree not to engage in any of the following prohibited activities:

1. **Reverse Engineering:** Deciphering, decompiling, disassembling, or reverse engineering any of the software or algorithms comprising the Service.
2. **Scraping and Automation:** Using any robot, spider, crawler, scraper, or other automated means or interface to access the Service or extract data.
3. **Competitive Development:** Using the Service or its underlying data to build a competitive product, service, or artificial intelligence model.
4. **Disruption:** Interfering with, bypassing, or disabling any security-related features of the Service.
5. **Objectionable Content:** Uploading content that the Company, in its sole and absolute discretion, deems offensive, harmful, controversial, or contrary to the Company's brand values.
6. **Class Action Participation:** Organizing, facilitating, or attempting to recruit other users within the App for the purpose of initiating legal action against the Company.

## **9. THIRD-PARTY SERVICES, LINKS, AND ADVERTISEMENTS**

The Service may contain links, integrations, or advertisements directing you to third-party websites or services. The Company does not endorse, vet, or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website from the Service, you do so entirely at your own risk. The Company shall not be liable for any malicious software, ransomware, or financial loss incurred by engaging with third-party advertisements displayed within the App.

## **10. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) POLICY**

The Company respects the intellectual property rights of others. If you believe your copyrighted work has been infringed upon within the Service, you must send a formal DMCA takedown notice to our designated agent via certified physical mail (emails are not accepted). In response to valid notices, the Company's sole remedy will be to delete the offending content. The Company maintains a strict "one-strike" policy and will instantly terminate the account of any user accused of infringement, without verifying the validity of the claim.

## **11. INDEMNIFICATION**

You agree to fully defend, indemnify, and hold harmless NebulaCore Interactive LLC, its parent companies, subsidiaries, affiliates, officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to actual attorneys' fees and expert witness fees) arising from:

1. Your use of and access to the Service;
2. Your violation of any term of this Agreement;
3. Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or
4. Any claim that your User Content caused damage to a third party.

## **12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- a) "As-Is" Provision:** The Service is provided on a strictly "AS IS" and "AS AVAILABLE" basis. The Company explicitly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- b) Zero Liability for AI Hallucinations:** The Company utilizes generative AI. We make no warranties regarding the accuracy, reliability, or safety of any AI-generated outputs. You rely on such outputs strictly at your own risk.
- c) Limitation of Liability:** To the maximum extent permitted by applicable law, NebulaCore Interactive LLC shall NOT be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, use, or goodwill, arising out of your use or inability to use the Service, **even if the Company has been advised of the possibility of such damages, and even if the damages were caused by the Company's gross negligence or willful misconduct.**
- d) Hard Cap on Damages:** In no event shall the Company's aggregate liability to you for all claims arising out of or related to this Agreement exceed the sum of ten dollars (\$10.00 USD).

## **13. TERMINATION AND DIGITAL CONFISCATION**

The Company reserves the right to suspend, restrict, ban, or terminate your account and your access to the Service at any time, for any reason or no reason whatsoever, without prior notice, explanation, or liability. Upon termination, you will immediately and irreversibly lose all access to any data, in-app purchases, virtual currency, achievements, or User Content associated with your account. The Company is under no obligation to provide you with a backup, export, or refund of your data or purchases prior to deletion.

## **14. MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

- a) Binding Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be resolved exclusively by binding, confidential arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.
- b) Inconvenient Venue:** The arbitration shall take place exclusively in Dover, Delaware. You agree to submit to the personal jurisdiction of this venue and bear your own travel and legal expenses, regardless of the outcome.
- c) Complete Class Action Waiver:** YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims.
- d) Fee Shifting:** In the event the Company prevails in arbitration, you explicitly agree to pay 100% of the Company's legal fees, attorney costs, and arbitration administrative fees. If you attempt to initiate a lawsuit outside of arbitration, you agree to immediately pay the Company a \$50,000 penalty fee for breach of this clause.

## **15. FORCE MAJEURE**

The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, massive cyberattacks, or strikes.

## **16. GENERAL PROVISIONS**

- a) Governing Law:** This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles.
- b) Export Controls:** You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the Service nor any technical data related thereto is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
- c) Severability:** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to render it enforceable in a manner most favorable to the Company.
- d) Entire Agreement:** This Agreement constitutes the entire agreement between you and the Company concerning the Service, superseding any prior or contemporaneous agreements, communications, or proposals.
- e) Assignment:** The Company may assign or delegate these Terms of Service, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms of Service.

## **SURVIVAL**

Sections 2, 3, 5, 6, 7, 11, 12, 13, 14, 16, and 17 shall survive any termination or expiration of this Agreement in perpetuity.