

## # Terms of Service

**\*\*Effective Date\*\*:** January 1, 2026

**\*\*Last Updated\*\*:** January 1, 2026

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### ## 1. Acceptance of Terms

By accessing and using the Psychic Chat application and related services ("Service" or "App"), you accept and agree to be bound by the terms and provisions of this agreement. The "Service" refers to the overall user experience and features, while the "Software" refers to the underlying application code and technology. If you do not agree to abide by these Terms, please do not use this Service.

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### ## 2. Software License and Intellectual Property

#### ### 2.1 License Grant

Subject to your compliance with these Terms and payment of applicable subscription fees, Starship Psychics LLC grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Psychic Chat application ("Software") solely for your personal, non-commercial use during your active subscription period.

#### ### 2.2 Ownership and Copyright

The Software, including all content, features, functionality, source code, object code, designs, graphics, user interface, audio, video, text, databases, and all intellectual property rights therein, is owned by Starship Psychics LLC and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

**\*\*Copyright Notice\*\*:** © 2025-2026 Starship Psychics LLC. All rights reserved.

#### ### 2.3 Restrictions on Use

You agree that you will NOT:

- Copy, modify, adapt, translate, or create derivative works of the Software
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party
- Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices from the Software
- Use the Software for any commercial purpose or for any public display without our express written permission

- Use automated tools, bots, scripts, or scrapers to access or interact with the Software
- Frame or mirror any part of the Software on any other server or device
- Access the Software to build a competitive product or service
- \*\*Use any outputs, responses, or content generated by the Service ("Outputs") to train, develop, or improve any competing AI model, product, or service\*\*
- Circumvent or disable any security features or technological protection measures in the Software
- Use the Software in any manner that could damage, disable, overburden, or impair our servers or networks
- Attempt to gain unauthorized access to any systems, data, or networks connected to the Software

### ### 2.4 Subscription-Based Access

Your license to use the Software is contingent upon maintaining an active, paid subscription. Upon cancellation or termination of your subscription:

- Your license to access and use the Software immediately terminates
- You must cease all use of the Software
- We reserve the right to delete your account data in accordance with Section 15 (Account Termination and Data Deletion)
- No refunds will be provided for unused portions of your subscription period unless required by law

### ### 2.5 Updates and Modifications

We reserve the right to modify, update, or discontinue the Software (or any part thereof) at any time with or without notice. We may:

- Add, modify, or remove features
- Update the user interface or functionality
- Perform maintenance or technical upgrades
- Schedule maintenance windows that may result in temporary unavailability
- Experience unplanned outages or service disruptions

We do not guarantee continuous, uninterrupted, or error-free operation of the Service.

### ### 2.6 Third-Party Components

The Software may include or incorporate third-party software components, libraries, or services that are subject to their own license terms. Your use of such third-party components is governed by their respective licenses, which may include open-source licenses.

### ### 2.7 App Store Distribution

If you access the Software through a third-party application store (such as Apple App Store or Google Play Store), you acknowledge and agree that:

- These Terms are between you and Starship Psychics LLC only, not with the app store provider
- The app store provider has no obligation to provide maintenance or support for the Software
- The app store provider is not responsible for addressing any claims relating to the Software
- You must also comply with the applicable third-party terms of service for that app store
- The app store provider is a third-party beneficiary of these Terms and may enforce them

### ### 2.8 Feedback and Suggestions

If you provide us with any feedback, suggestions, or ideas about the Software ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into our products and services without any obligation to compensate you or obtain your further consent. We own all rights to any improvements, modifications, or derivative works we create based on your Feedback.

### ### 2.9 License Termination

This license is effective until terminated. Your rights under this license will terminate automatically without notice if you fail to comply with any of these Terms. Upon termination:

- You must immediately cease all use of the Software
- All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability
- We may pursue any available legal remedies for violations

### ### 2.10 No Transfer of Rights

Nothing in these Terms grants you any ownership rights in the Software or any of our intellectual property. All rights not expressly granted to you are reserved by Starship Psychics LLC.

### ### 2.11 DMCA Compliance

We respect the intellectual property rights of others. If you believe any content on our Software infringes your copyright, please contact our designated DMCA agent at:

**\*\*Email\*\*:** legal@starshippsychics.com

**\*\*Mailing Address\*\*:** DMCA Agent, Starship Psychics LLC, PO Box 13, Wimberley, TX 78676

Your notice must include:

- A description of the copyrighted work you claim has been infringed
- The location of the infringing material on our Software
- Your contact information (name, address, telephone number, email)
- A statement of good faith belief that the use is not authorized

- A statement, under penalty of perjury, that the information is accurate and you are authorized to act on behalf of the copyright owner
- Your physical or electronic signature

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### ## 3. AI Nature of Service; Entertainment Only; No Reliance

**\*\*The Service uses artificial intelligence to generate responses.\*\*** AI-generated outputs may be incorrect, incomplete, misleading, or inappropriate. All outputs are provided for entertainment and general informational purposes only.

**\*\*You expressly agree:\*\***

- Not to rely on any Outputs for medical, mental health, legal, financial, or other professional advice
- Not to make any decisions that could result in harm based on Outputs
- That AI responses do not constitute professional services of any kind
- That Outputs are generated by algorithms and may not reflect factual, accurate, or current information
- To independently verify any information before taking action based on it

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### ## 4. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability
- Implied warranties of fitness for a particular purpose
- Implied warranties of non-infringement
- Warranties arising from course of dealing or course of performance
- **\*\*Warranties regarding the accuracy, correctness, completeness, or reliability of AI-generated Outputs\*\***
- **\*\*Warranties regarding availability, uptime, or uninterrupted access to the Service\*\***
- **\*\*Warranties that the Service will meet your requirements or be suitable for any particular purpose\*\***

We do not warrant that:

- The Service will be error-free, secure, or available at all times
- Outputs will be accurate, reliable, or suitable for any purpose
- Defects will be corrected
- The Service or servers are free of viruses or harmful components

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

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## ## 5. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

**\*\*Excluded Damages\*\***: In no event shall Starship Psychics LLC, its officers, directors, employees, agents, or suppliers be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of profits or revenue
- Loss of data
- Loss of business opportunity
- Business interruption
- Personal injury
- Emotional distress
- Any damages arising from reliance on AI-generated Outputs

**\*\*Liability Cap\*\***: Our total liability to you for all claims arising out of or relating to these Terms or the Service, whether in contract, tort, or otherwise, shall not exceed the greater of: (a) the total amount you paid to us in subscription fees during the three (3) months immediately preceding the event giving rise to the liability, or (b) one hundred dollars (\$100 USD).

**\*\*Acknowledgment\*\***: You acknowledge that the fees you pay reflect this allocation of risk and that we would not provide the Service without these limitations.

**\*\*Jurisdictional Limitations\*\***: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. In such jurisdictions, our liability shall be limited to the greatest extent permitted by law.

**\*\*Essential Purpose\*\***: The limitations in this section shall apply even if any limited remedy fails of its essential purpose.

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## ## 6. Accuracy of Materials and AI Outputs

The materials and AI-generated content appearing on our Service may include technical, typographical, factual, or logical errors. **\*\*We do not warrant that any materials, Outputs, or information on our Service are accurate, complete, current, or reliable.\*\***

We may make changes to the materials, features, or AI models used by the Service at any time without notice. We do not undertake any obligation to update materials or correct errors.

**\*\*You acknowledge that AI systems can produce outputs that:\*\***

- Contain factual inaccuracies or "hallucinations"
- Reflect biases present in training data

- Provide inconsistent responses to similar queries
- May become outdated as underlying models or data change

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## ## 7. Acceptable Use Policy

### ### 7.1 General Prohibitions

You may not use our Service:

- For any unlawful purpose or in violation of any laws or regulations
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against any person
- To upload or transmit viruses, malware, or any code of destructive nature
- To collect or track personal information of others without consent
- To spam, phish, send unsolicited communications, or attempt unauthorized access to our systems
- To interfere with or disrupt the normal operation of the Service or servers
- To violate the intellectual property rights of Starship Psychics LLC or any third party

### ### 7.2 Prohibited Content and Conduct

You agree not to use our Service to create, transmit, or request:

- Content involving minors in any sexual, suggestive, or inappropriate context
- Content promoting, inciting, or instructing violence or physical harm to any person or group
- Hateful, defamatory, discriminatory, or harassing content based on race, ethnicity, religion, gender, sexual orientation, disability, or other protected characteristics
- Content that doxxes, threatens, or stalks individuals
- Instructions or guidance for illegal activities, including but not limited to: weapons creation, drug manufacturing, hacking, fraud, or other criminal conduct
- Sexual content that is obscene, exploitative, or non-consensual
- Spam, phishing attempts, or fraudulent schemes
- Content that infringes on intellectual property rights, including unauthorized use of copyrighted material
- Attempts to evade, jailbreak, or bypass safety systems, content filters, or usage restrictions ("jailbreak attempts")
- Attempts to extract training data, reverse engineer AI models, or probe security vulnerabilities

### ### 7.3 Consistency with Moderation

We actively moderate content using automated and human review systems. The prohibitions in this Acceptable Use Policy are enforced through our content moderation systems and are designed to keep the Service safe for all users.

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## ## 8. User Accounts and Registration

### ### 8.1 Account Creation and Eligibility

If you create an account on our Service, you certify that:

- You are at least 18 years of age
- All information you provide is accurate, current, and complete
- You have the legal capacity to enter into these Terms

### ### 8.2 Account Security Responsibilities

You are responsible for:

- Maintaining the confidentiality of your account information and password
- Using a strong, unique password
- All activities that occur under your account, whether authorized or not
- Notifying us immediately at [legal@starshippsychics.com](mailto:legal@starshippsychics.com) of any unauthorized use of your account or any other security breach

You agree not to:

- Share your account credentials with others
- Allow others to access your account
- Create multiple accounts to evade enforcement actions
- Use another person's account without permission

### ### 8.3 Trial vs. Paid Accounts

We may offer trial or promotional periods with limited or full access to the Service. Trial accounts are subject to the same Terms but may have restricted features, time limits, or usage caps. Conversion from trial to paid status may occur automatically unless you cancel before the trial period ends.

### ### 8.4 Username and Account Rights

We reserve the right to:

- Reclaim usernames that violate our policies, infringe trademarks, or are inactive
- Prevent abusive, fraudulent, or bulk account registrations
- Require additional verification for account security
- Refuse service or terminate accounts at our discretion

### ### 8.5 Liability for Account Misuse

Any misuse of your account is your responsibility. You agree to accept responsibility for all activities conducted through your account and to

indemnify us against claims arising from unauthorized use that you failed to prevent or report promptly.

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## ## 9. Content Ownership and Licenses

### ### 9.1 Our Content

All content provided by Starship Psychics LLC, including but not limited to text, graphics, logos, software code, AI models, and AI-generated responses, is and remains the exclusive property of Starship Psychics LLC and is protected by intellectual property laws.

### ### 9.2 User-Generated Content

Any content, messages, prompts, or data you submit to this Service ("User Content") remains your intellectual property, subject to the licenses you grant us below.

### ### 9.3 Operational License

By submitting User Content, you grant Starship Psychics LLC a worldwide, non-exclusive, royalty-free license to:

- Host, store, and process User Content to provide the Service
- Transmit User Content to AI model providers and other subprocessors necessary to generate responses
- Display User Content back to you within the Service
- Make temporary copies necessary for technical operation, backup, and security

This operational license is necessary for us to provide the Service to you.

### ### 9.4 Improvement and Training License

With your consent (as indicated in your account settings or during onboarding), you grant us a license to:

- Use User Content and AI-generated Outputs to improve our AI models, algorithms, and Service quality
- Create anonymized or aggregated datasets for research, development, and analytics
- Train, test, and refine machine learning models

You may withdraw this consent at any time through your account settings, though withdrawal will not affect our prior use of your data under this license.

### ### 9.5 User Representations and Warranties

By submitting User Content, you represent and warrant that:



- You own or have the necessary rights, licenses, and permissions to submit the User Content
- Your User Content does not violate any law, regulation, or third-party rights
- Your User Content does not infringe any intellectual property, privacy, or other rights
- You have obtained all necessary consents from any individuals mentioned or depicted in your User Content

### ### 9.6 Our Rights Regarding User Content

We reserve the right to:

- Remove, modify, or refuse to display any User Content at our sole discretion
- Monitor User Content for compliance with these Terms and applicable laws
- Disclose User Content if required by law or to protect our rights

We are not obligated to monitor User Content but may do so for safety, security, and compliance purposes.

### ### 9.7 Feedback and Improvements

Any feedback, suggestions, ideas, or other information you provide about the Service ("Feedback") becomes our exclusive property. You assign to us all rights, title, and interest in such Feedback, and we may use it without restriction or compensation to you.

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## ## 10. Content Moderation and Enforcement

### ### 10.1 Moderation Systems

To maintain a safe environment and enforce our Acceptable Use Policy, we employ:

- Automated content filtering and detection systems
- Human review for flagged or reported content
- Proactive monitoring of high-risk content categories
- User reporting mechanisms

### ### 10.2 Enforcement Actions

Depending on the severity and frequency of violations, we may:

- Issue warnings via email or in-app notifications
- Restrict access to certain features temporarily or permanently
- Suspend your account for a defined period
- Terminate your account immediately without notice for severe violations
- Retain evidence of violations for legal, safety, or security purposes
- Report illegal activity to law enforcement

### ### 10.3 Severe Violations

The following violations may result in immediate account termination without prior warning:

- Content involving minors in inappropriate contexts
- Threats of violence or harm
- Illegal activity or instructions for illegal conduct
- Repeated or egregious violations after prior warnings
- Attempts to compromise system security or bypass safety measures

### ### 10.4 No Refunds for Enforcement Actions

No refunds will be provided for subscription fees if your account is suspended or terminated due to violations of these Terms or the Acceptable Use Policy.

### ### 10.5 Appeals Process

If you believe an enforcement action was taken in error, you may appeal by:

- Contacting support@starshippsychics.com with "Appeal" in the subject line
- Providing your account email and a clear explanation of why you believe the action was incorrect
- Including any relevant context or evidence

We will review appeals in our sole discretion. Response timelines are not guaranteed. Our decision on appeals is final.

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## ## 11. Astrology and Psychic Readings Disclaimer

**\*\*IMPORTANT\*\***: Astrology readings, horoscopes, tarot interpretations, and psychic services provided through this Service are for **\*\*entertainment purposes only\*\*** and are not intended to:

- Predict the future with certainty or accuracy
- Provide professional advice of any kind (medical, legal, financial, psychological, etc.)
- Replace professional consultations with doctors, therapists, lawyers, financial advisors, or other qualified professionals
- Be considered factual, scientifically proven, or reliable for making any decisions

These readings are based on astrological traditions, belief systems, and AI-generated interpretations. **\*\*You should not rely on them for any decision, whether major or minor.\*\*** Users are solely responsible for their decisions and should seek appropriate professional help when needed.

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## ## 12. Health and Mental Health Disclaimer

**\*\*CRITICAL NOTICE\*\***: This Service does not provide medical, mental health, or therapeutic services.

### ### 12.1 No Medical or Mental Health Services

The Service is designed to refuse or limit responses about health and mental health topics. However, if you interpret any Output as medical or mental health advice, **\*\*you acknowledge that:\*\***

- Such interpretation is not intended by Starship Psychics LLC
- No Output should be taken as medical diagnosis, treatment, or advice
- No Output should be taken as mental health counseling, therapy, or diagnosis
- We do not discuss medical conditions, health problems, mental health diagnoses, treatments, neurological conditions, or health advice of any kind

### ### 12.2 Emergency Situations

**\*\*If you are experiencing a health or mental health emergency, do not use this Service.\*\*** Contact emergency services immediately:

- **\*\*Call 911\*\*** (United States)
- **\*\*Call 988\*\*** for the Suicide and Crisis Lifeline (United States)
- Contact your local emergency services

### ### 12.3 Professional Consultation Required

For any health or mental health concerns, you must consult a qualified, licensed healthcare professional. The Service is not a substitute for professional medical or psychological care.

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## ## 13. Data Collection, Privacy, and Subprocessors

### ### 13.1 Privacy Policy

Your use of this Service is governed by our Privacy Policy, available at [Privacy Policy URL]. By using this Service, you consent to the data practices described in our Privacy Policy.

### ### 13.2 Data We Collect

We collect the following categories of data:

- **\*\*Account Information\*\***: Email address, username, password (encrypted), profile settings
- **\*\*Billing Information\*\***: Payment method details, transaction history (processed by third-party payment processors)

- **Usage Data**: Interaction logs, feature usage, session data, device information
- **User Content**: Messages, prompts, conversation history
- **Technical Data**: IP addresses, browser type, operating system, error logs

### ### 13.3 Data Retention

We retain different categories of data for different purposes:

- **Billing Records**: Retained for tax and accounting compliance as required by law (typically 7 years)
- **Security Logs**: Retained for security, fraud prevention, and legal compliance purposes
- **Chat History and User Content**: Retained according to your account status and deletion requests (see Section 15)
- **Anonymized/Aggregated Data**: May be retained indefinitely for analytics and improvement, as it cannot be traced back to individual users

### ### 13.4 Subprocessors and Third-Party Services

To provide the Service, we share your data with trusted third-party subprocessors, including:

- **AI Model Providers**: For generating responses to your prompts
- **Cloud Hosting Providers**: For data storage and application hosting (e.g., Firebase, Google Cloud Platform)
- **Email Service Providers**: For transactional emails (e.g., SendGrid)
- **Payment Processors**: For processing subscription payments
- **Analytics Providers**: For understanding usage patterns and improving the Service

We ensure that all subprocessors are contractually obligated to protect your data and use it only for the purposes we specify. However, third-party services are subject to their own privacy policies and terms of service.

### ### 13.5 User Rights

Depending on your jurisdiction, you may have rights to:

- Access your personal data
- Correct inaccurate data
- Request deletion of your data (subject to legal retention requirements)
- Object to or restrict certain processing
- Export your data in a portable format
- Withdraw consent for optional data processing

To exercise these rights, contact us at [privacy@starshippsychics.com](mailto:privacy@starshippsychics.com).

### ### 13.6 Explicit Consent

During registration, you will be asked to explicitly consent to data processing as described in our Privacy Policy. You can manage your consent settings at any time through your account settings or by contacting us.

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## ## 14. Confidentiality

### ### 14.1 Your Obligations

You agree to keep confidential any non-public information about the Service, including but not limited to:

- Security vulnerabilities or weaknesses you may discover
- Beta features or unreleased functionality we may share with you
- Proprietary business information disclosed during support interactions

### ### 14.2 Our Obligations

We will maintain the confidentiality of your User Content and personal information in accordance with our Privacy Policy and applicable data protection laws. However, we may disclose your information:

- As required by law, regulation, or valid legal process
- To protect our rights, property, or safety, or that of our users or the public
- In connection with a merger, acquisition, or sale of assets (with notification to affected users)
- With your explicit consent

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## ## 15. Account Termination and Data Deletion

### ### 15.1 Termination by You

You may request to delete your account at any time by contacting support@starshippsychics.com or using the account deletion feature in your account settings.

### ### 15.2 Grace Period

Upon receiving your deletion request:

- Your account will be marked for deletion and access will be disabled
- You will have a \*\*30-day grace period\*\* to change your mind and reactivate your account
- During this grace period, your data will be retained but your account will be inaccessible

### ### 15.3 Data Anonymization and Deletion

After the 30-day grace period:

- **Personal identifiers** (name, email, contact information) will be anonymized or deleted
- **Chat history and User Content** will be anonymized (stripped of personally identifying information)
- **Billing records** will be retained for legal and tax compliance as required by law
- **Security and fraud prevention data** may be retained in anonymized form

"Anonymization" means your data is processed so that it cannot reasonably be used to identify you individually, either alone or in combination with other data.

### ### 15.4 Retention for Legal Compliance

Certain data may be retained longer than the timelines above if required by law, including:

- Tax and accounting records (typically 7 years as required by law)
- Data subject to litigation holds or legal investigations
- Security incident records for fraud prevention and law enforcement cooperation

### ### 15.5 Use of Anonymized Data

We may retain and use anonymized or aggregated data indefinitely for:

- Analytics and business intelligence
- Improving AI models and Service quality
- Research and development
- Fraud prevention and security purposes

Anonymized data cannot be traced back to you and does not constitute personal information under most privacy laws.

### ### 15.6 Termination by Us

We reserve the right to suspend or terminate your account at any time for:

- Violation of these Terms or the Acceptable Use Policy
- Fraudulent, abusive, or illegal activity
- Non-payment of subscription fees
- Extended periods of inactivity
- Any reason at our sole discretion, with or without cause

Upon termination by us, the same data deletion timelines in Sections 15.3-15.5 will apply.

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## ## 16. Third-Party Services and Integrations

### ### 16.1 Third-Party Services We Use

Our Service integrates with or relies upon various third-party services, including but not limited to:

- **\*\*AI Model Providers\*\***: To generate responses (e.g., Anthropic, OpenAI)
- **\*\*Cloud Hosting\*\***: For infrastructure and data storage (e.g., Google Cloud Platform, Firebase)
- **\*\*Payment Processors\*\***: For billing and subscriptions (e.g., Stripe, PayPal)
- **\*\*Email Services\*\***: For transactional communications (e.g., SendGrid)
- **\*\*Analytics Providers\*\***: For usage analysis and improvements

### ### 16.2 Third-Party Terms Apply

Your use of the Service may be subject to additional third-party terms of service and privacy policies. You are responsible for reviewing and complying with any applicable third-party terms.

### ### 16.3 No Responsibility for Third Parties

We are not responsible for:

- The availability, uptime, or performance of third-party services
- Downtime or service interruptions caused by third-party failures
- The accuracy, reliability, or security of third-party services
- The privacy policies or practices of third parties
- Any damages arising from your use of third-party services
- Changes to third-party terms, pricing, or availability

### ### 16.4 Third-Party Links

The Service may contain links to third-party websites or services. We do not endorse or assume any responsibility for any third-party sites, information, materials, products, or services.

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## ## 17. Indemnification

You agree to indemnify, defend, and hold harmless Starship Psychics LLC, its officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- Your use or misuse of the Service
- Your violation of these Terms or the Acceptable Use Policy
- Your violation of any law, regulation, or third-party rights
- Your infringement of intellectual property rights
- **\*\*Any User Content you submit, including claims that it violates third-party rights\*\***
- **\*\*Your unlawful conduct or fraudulent activity\*\***
- **\*\*Your violation of the Acceptable Use Policy\*\***

- \*\*Your misuse of AI-generated Outputs, including any reliance on Outputs for professional decisions or advice\*\*
- Any claim that your actions caused harm to another person or entity

This indemnification obligation will survive termination of these Terms and your use of the Service.

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## ## 18. Dispute Resolution and Governing Law

### ### 18.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflict of law provisions.

### ### 18.2 Informal Dispute Resolution

\*\*Before filing any legal claim\*\*, you agree to first attempt to resolve the dispute informally by contacting us at [legal@starshippsychics.com](mailto:legal@starshippsychics.com) with a detailed description of the dispute. We will attempt to resolve the dispute informally within 60 days. Both parties agree to negotiate in good faith.

### ### 18.3 Binding Arbitration

If the dispute cannot be resolved informally, \*\*you agree that any dispute arising out of or relating to these Terms or the Service shall be resolved through binding arbitration\*\* administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules.

The arbitration shall be conducted in Travis County, Texas, or remotely via video conference at your option. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

\*\*YOU AGREE TO ARBITRATE DISPUTES ONLY ON AN INDIVIDUAL BASIS. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION.\*\*

### ### 18.4 Exceptions to Arbitration

The following disputes are exempt from the arbitration requirement and may be brought in court:

- Claims for injunctive or equitable relief to protect intellectual property rights
- Small claims court actions if they qualify
- Disputes that cannot be arbitrated under applicable law

### ### 18.5 Exclusive Jurisdiction for Non-Arbitrable Claims



For any disputes not subject to arbitration, you agree to submit to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas.

### ### 18.6 Waiver of Class Actions

**\*\*YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE OR COLLECTIVE PROCEEDING AGAINST STARSHIP PSYCHICS LLC.\*\*** All disputes must be brought individually.

### ### 18.7 Time Limitation on Claims

You agree that any claim or cause of action arising out of or related to the Service must be filed within **\*\*one (1) year\*\*** after the claim arose, or it will be permanently barred.

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## ## 19. Changes to Terms

### ### 19.1 Right to Modify

We reserve the right to modify, update, or replace these Terms at any time at our sole discretion. Changes may be necessary due to:

- Legal or regulatory requirements
- Changes to the Service or features
- Security or safety improvements
- Clarifications or corrections

### ### 19.2 Notification of Changes

When we make changes to these Terms, we will:

- Update the "Last Updated" date at the top of this document
- Notify you via email to the address associated with your account at least **\*\*30 days before\*\*** the changes take effect
- For material changes, provide a prominent notice within the Service or App

### ### 19.3 Effective Date of Changes

Changes to these Terms will take effect:

- **\*\*30 days after notification\*\*** for material changes affecting your rights or obligations
- Immediately upon posting for minor, non-material changes (such as clarifications or corrections)

### ### 19.4 Acceptance of Changes

Your continued use of the Service after the effective date of any changes constitutes your acceptance of the modified Terms. If you do not agree to the changes:

- You may cancel your subscription before the changes take effect
- You will receive a pro-rated refund for any unused portion of your subscription if you cancel within the 30-day notice period
- Your account and data will be handled according to Section 15 (Account Termination and Data Deletion)

### ### 19.5 Reviewing Changes

We encourage you to review these Terms periodically. The current version will always be available within the Service and at [Terms URL].

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## ## 20. Service Availability and Modifications

### ### 20.1 No Guarantee of Uptime

While we strive to provide reliable service, we do not guarantee that the Service will be available at all times or will operate without interruption or errors. The Service may be unavailable due to:

- Scheduled maintenance windows
- Unplanned technical issues or outages
- Third-party service failures
- Security incidents or investigations
- Network or infrastructure problems

### ### 20.2 Maintenance Windows

We may schedule maintenance windows for updates, security patches, or infrastructure improvements. We will attempt to:

- Provide advance notice of scheduled maintenance when possible
- Conduct maintenance during off-peak hours when feasible
- Minimize service disruptions

However, emergency maintenance may occur without advance notice.

### ### 20.3 Service Modifications

We reserve the right to modify, update, or discontinue any aspect of the Service at any time, including:

- Adding, modifying, or removing features or functionality
- Changing the user interface or design
- Updating AI models or algorithms
- Changing performance characteristics or limitations

### ### 20.4 Pricing Changes

We may change subscription pricing at any time. For existing subscribers:

- We will provide \*\*30 days advance notice\*\* via email before any price increase takes effect
- The new pricing will apply at your next renewal date after the notice period
- You may cancel your subscription before the price increase takes effect if you do not wish to pay the new price

### ### 20.5 Discontinuation of Service

If we decide to discontinue the Service entirely, we will:

- Provide at least \*\*90 days advance notice\*\* to active subscribers
- Offer pro-rated refunds for any unused subscription period
- Provide information about data export or deletion options

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## ## 21. Miscellaneous

### ### 21.1 Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices or policies published by us, constitute the entire agreement between you and Starship Psychics LLC regarding the Service.

### ### 21.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

### ### 21.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of