FutureSelf Terms of Service

Last Updated: September 19, 2025

1) Introduction

Welcome to **FutureSelf**, a mobile application owned and operated by **Lurra**, **LLC** ("**FutureSelf**," the "**App**," "we," "our," or "us"). These Terms of Service (the "**Terms**") govern your access to and use of FutureSelf's mobile application(s), website(s), and related tools, features, and services (collectively, the "**Service**").

For purposes of these Terms, "user," "you," and "your" mean the individual using the Service. If you use the Service on behalf of a company or other entity, then "you" includes both you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with authority to bind it to these Terms, and (b) you agree to these Terms on the entity's behalf.

By creating an account, accessing, or using the Service, you agree to be bound by these Terms and all policies referenced herein (including our **Privacy Policy**). If you do not agree, you may not use the Service.

PLEASE READ CAREFULLY: THESE TERMS CONTAIN A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SEE §20).

1A) Definitions.

- "Outputs" mean any Al-generated or Al-transformed materials produced by the Service
 at your direction from your inputs, including without limitation: single images, "before &
 after" composites, comparison-slider frames, thumbnails, previews, watermarked or
 blurred versions, and any associated technical derivatives (e.g., resized, compressed, or
 cached renderings) delivered to your device. Outputs exclude the Service, models,
 software, prompts/templates provided by us, and any training data.
- "Vision Board" means the local (on-device) area of the App where you may choose to save Outputs and your progress photos.
- "User Content" has the meaning in §5 and, when saved locally by you, includes Outputs.

2) Acceptance of Terms and Conditions

BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS AND ALL POLICIES REFERENCED HEREIN (INCLUDING THE PRIVACY POLICY). IF YOU DO NOT AGREE IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

BY ACCESSING OR USING THE SERVICE, YOU FURTHER REPRESENT AND WARRANT THAT:

- (A) YOU ARE AT LEAST **18 YEARS OF AGE** AND HAVE THE LEGAL CAPACITY TO FORM A BINDING CONTRACT:
- (B) YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THESE TERMS;
- (C) YOU HAVE READ AND UNDERSTAND THESE TERMS;
- (D) YOU AGREE TO THESE TERMS; AND
- (E) IF YOU USE THE SERVICE ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU ARE AUTHORIZED TO BIND THAT ENTITY.

3) Description of the Service

FutureSelf enables adult users to (i) provide limited inputs (e.g., gender, age group, body goal such as "build muscle" or "lose weight"); (ii) upload an image of themselves (subject to restrictions below); (iii) generate **Al-based illustrative images** reflecting possible future body appearance; (iv) view Outputs (subject to a paywall), compare "before/after," use a comparison slider, save to a **local device Vision Board**, optionally add local "progress pics," and share Outputs at the user's discretion.

The Service provides Al-generated, illustrative visualizations only. Outputs are approximations based on limited inputs and may be inaccurate, unrealistic, or unattainable. Results vary and depend on many factors outside our control. Outputs are not predictions, guarantees, or medical advice, and must not be relied upon for decisions affecting health, safety, employment, or insurance.

Functionality may change from time to time. Access to some or all features may require an active paid subscription.

4) Health & Wellness Disclaimer (No Professional Advice)

(a) No Medical Services. FutureSelf is not a medical, fitness, nutrition, or mental-health service and does not provide diagnosis, treatment, or individualized clinical advice. All Outputs are for

entertainment, general informational, and motivational purposes only and are **not** predictions, guarantees, or medical advice.

- **(b) Illustrative Only. Outputs** are illustrative approximations generated based on limited inputs and may be inaccurate, unrealistic, or unattainable. **Individual results vary.**
- **(c) Use Responsibly.** Do not use the Service if viewing weight- or body-related imagery may negatively affect you. If you have or suspect you have an eating disorder, body dysmorphic disorder, or other condition, do not use the Service and seek professional help.
- (d) Emergency. If you believe you are at risk of harm, contact local emergency services or a crisis resource immediately (e.g., in the U.S. call/text 988; in the EU/UK, consult local crisis lines).
- (e) Assumption of Risk. To the maximum extent permitted by law, you assume all risks from your use of the Service, including potential emotional, psychological, or motivational impacts. This does not limit any liability that cannot lawfully be excluded, or liability arising from our willful misconduct or gross negligence.
- (f) Well-Being Contraindications & Safety Notice. The Service presents body-related imagery that may be triggering or distressing for some individuals. Do not use the Service if you have or suspect you have an eating disorder, body dysmorphic disorder, depression, self-harm risk, or any other condition that could be negatively impacted by such imagery. By using the Service, you represent that viewing such imagery is appropriate for you and you accept the risks described in this §4. If you experience distress, stop using the Service immediately and seek professional help.
- (g) No Clinical Relationship; No Monitoring; Not an Emergency Service. FutureSelf is not a health-care provider and does not create a doctor-patient, therapist-patient, or counselor relationship. We do not monitor users, provide crisis intervention, or contact emergency services. Do not rely on the Service for emergencies.

4A) Consent to Process Images and Sensitive Data

By uploading photos or enabling the camera, you **instruct and consent** to our and our processors' **ephemeral processing** of your images (and related metadata) **solely** to operate the Service (generation, safety/moderation, abuse prevention, and delivery to your device/account, and optional sharing tools). We **do not perform facial recognition or identify individuals. We do not use your images to train our own models. Processing by third-party Al providers** is described in §7(e).

5) User Content, Ownership & License

- (a) Ownership. You own your User Content (uploads, progress photos, saved Outputs).
- (b) License to Operate. You grant us a limited, revocable, non-exclusive, worldwide, royalty-free license to host, process, transmit, display, and create temporary technical copies of your User Content only to provide the Service and its safety/moderation features.
- (c) Local Device Storage Only. FutureSelf does not permanently store uploaded or Al-generated images on our servers. Images are processed via third-party Al providers as described in §7, delivered to your device, and—if you choose to save—are stored locally on your device. If your device is configured for operating-system backups (e.g., iCloud/Google), storage and retention by those providers are controlled by you and your OS provider, not by FutureSelf.
- (d) **Backups & Deletion.** Deleted local items will be removed from the app's local storage; we cannot delete items stored in your device backups or third-party destinations you share to. Our processors may maintain **short-term**, **ephemeral caches** strictly necessary to complete processing or abuse prevention.
- (e) **Your Responsibility.** You are responsible for backing up any User Content you wish to keep.
- (f) **Generated Content ("Outputs") License & Restrictions.** Subject to these Terms (and payment where applicable), you get a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to download, store locally, and use Outputs for non-commercial purposes. We and/or our licensors retain all rights in the Service, software, and models; no rights in the models are granted. Do not remove/alter watermarks or safety markings, or circumvent the paywall/de-blurring. You are solely responsible for sharing; do not present Outputs as medical advice or typical/guaranteed results or use them to mislead. Unless we agree in writing, you may not resell, sublicense, redistribute at scale, scrape, or use Outputs to train/fine-tune/evaluate models or to build/operate competing services. Ensure your use of Outputs does not violate privacy, publicity, copyright, trademark, or other rights. Saved Outputs are stored locally per §\$5(c) and 7.

6) Strict Upload Rules (Own-Image Only; No Minors; No Nudity)

You may upload **only images of yourself** and only if you are **18+**. You may not upload **images of other people**, including but not limited to **celebrities**, **public figures**, **or images obtained online**. No minors, no nudity/underwear, and no sexually explicit, pornographic, fetish, self-harm, eating-disorder-promoting, hateful, harassing, infringing, or otherwise unlawful/objectionable content. We may automatically screen, block, blur, or delete content, suspend accounts, and withhold access without refund for violations. You represent you have all rights to your content and that submission/processing does not violate any law or third-party rights (including privacy, publicity, copyright, or trademark).

6A) Age Verification & Safety Attestation

You affirm you are **18 or older** and that using body-related imagery is **appropriate for you**. We may require verification where permitted by law; failure to complete may limit access. Providing false information is a material breach.

7) Data & Privacy (High-Level Summary)

- (a) **What we store.** We store only: gender, age group, body goal, and operational/diagnostic metrics needed to operate, secure, and improve the Service (e.g., session counts/timestamps; feature interactions such as uploads/generations/unlocks; subscription status; device type/OS/app version; crash/performance logs; and install/referral/attribution data from app stores or advertising partners). Where feasible, these metrics are **aggregated and/or de-identified**.
- (b) **No biometrics / no identification.** We **do not** collect biometric identifiers and **do not** perform facial recognition or attempt to identify individuals in images.
- (c) **Image processing & storage.** Uploaded and AI-generated images are transmitted to **third-party AI providers** to fulfill your request and are processed **ephemerally** for that purpose. FutureSelf **does not** permanently store uploaded or generated images on its own servers. If you choose to save, images are stored **locally on your device** (see §5(c)); any OS/device backups (e.g., iCloud/Google) are controlled by **you** and your OS provider.
- (d) **Your control.** You are solely responsible for saving, sharing, or deleting your images. Once shared externally, we cannot control further distribution.
- (e) **Third-Party Al Provider Disclaimer.** The Service relies on third-party Al providers to process your images and generate Outputs. We transmit your content to these providers solely for that purpose. These providers operate under their own terms and privacy policies, which may permit retention, logging, or use for model improvement as described by them. **We do not control and are not responsible for any use or retention of your content by third-party Al providers beyond delivering the Outputs back to you.**
- (f) **International transfers.** Some processing/telemetry may occur **outside your country**; for EU/UK users, we use approved transfer mechanisms (e.g., **Standard Contractual Clauses**).
- (g) **More details.** Your rights, our legal bases, retention periods, and (if applicable) our EU/UK representative are described in our **Privacy Policy** (incorporated by reference).

8) Paywall, Subscriptions, Trials & Payments

- (a) **Unlock Requirement.** Viewing unblurred Outputs may require purchase of an auto-renewing subscription shown at checkout.
- (b) **Billing.** Your platform provider (e.g., Apple) bills your account at confirmation. **Your account will be charged for renewal within 24 hours prior to the end of the current period.**Subscriptions auto-renew unless canceled at least 24 hours before the period ends.
 Manage/cancel in your platform account settings. **We do not currently offer free trials.**
- (c) **Cancellation.** You can cancel your subscription **at any time** through your app-store account settings; cancellation takes effect at the **end of the current billing period**.
- (d) **Refunds.** All sales are final; refunds are handled by the platform under its policies and applicable law.
- (e) **Price Changes.** We may change prices and subscription offerings prospectively, with or without prior notice, provided that changes will not apply retroactively to periods already paid.
- (f) **Fraud/Abuse.** We may suspend or terminate access without refund if we suspect fraud, abuse, or Terms violations.

9) Sharing; No Results or Health Claims

If you share Outputs, you are solely responsible for how they are used. You **may not** present Outputs as typical, verified, or guaranteed results for weight-loss/muscle-gain, or as medical advice. Do not imply our endorsement of any claim. We cannot control copies after you share.

10) Acceptable Use; Prohibited Conduct

You agree **not** to:

- upload content that violates §§6 and 6A; attempt to generate others' likenesses; create deceptive deepfakes; or remove/alter watermarks/safety markings;
- misrepresent your identity, age, or goal; evade moderation; probe, scan, or test system vulnerabilities;
- copy, reverse engineer, decompile, or attempt to extract source code, prompts/templates, or model parameters; build competing services using our Outputs or confidential information;
- use bots/scrapers, rate-limit bypassing, or automated access outside documented interfaces;

- infringe intellectual-property or privacy rights; violate export/sanctions laws; or otherwise use the Service unlawfully;
- upload, post, or transmit unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, invasive of privacy, hateful, or discriminatory content;
- harm minors in any way; promote illegal activities or violence; stalk or harass; send spam;
- **impersonate** any person or entity (including FutureSelf personnel) or engage in phishing or fraud:
- falsely state or misrepresent your affiliation; forge headers or manipulate identifiers;
- upload or transmit any material you lack rights to disclose (e.g., confidential or proprietary information);
- claim medical or typical performance/results based on Outputs;
- train or fine-tune competing models using our Outputs or scrape Outputs at scale;
- interfere with or disrupt the Service or networks; violate any applicable law; or use the Service as a forwarding service.

Sanctions/Export Compliance (User Representation). By using the Service, you represent and warrant that:

- (a) you are not located in, ordinarily resident in, or organized under the laws of a jurisdiction subject to a comprehensive U.S. embargo;
- (b) you are not subject to sanctions administered by any U.S. or other governmental authority or the United Nations; and
- (c) you are not owned or controlled, directly or indirectly, by any sanctioned person.

You may not use or access the Service if these statements are not true. You agree to comply with all applicable export control and sanctions laws. If you access the Service outside the United States, you are solely responsible for compliance with local laws.

Government/Law Requests; Investigations. FutureSelf may be required to provide certain of your data in particular circumstances (e.g., at the request of any government authority, as required by law, or to investigate a potential violation of these Terms). In such cases, FutureSelf may disable your account and block your access until additional information is provided and reviewed. If you do not provide complete and accurate information upon request, FutureSelf

may refuse to restore your access. We do not store images on our servers; requests for copies of photos saved locally on your device or in OS backups must be directed to you or your OS/provider.

11) Access and/or Use of the Service

Your access or use of the Service may be interrupted from time to time for any reason, including equipment malfunction, maintenance, updates, or other actions we may elect to take. **To the maximum extent permitted by law,** FutureSelf is not liable for any loss, cost, or damage resulting from any scheduled or unscheduled downtime or discontinuation of the Service (including discontinuation of the mobile application(s)).

FutureSelf strongly encourages you to **back up** all data and information prior to using the Service and to independently verify messages or Outputs before sharing sensitive personal information. **YOU ASSUME ALL RISKS AND ALL COSTS** associated with your access or use of the Service, including, without limitation, any internet access fees, back-up expenses, device costs, and any damage to equipment, software, information, data, or financial loss. FutureSelf is **not obligated** to provide any maintenance, technical, or other support for the Service.

Your **sole and exclusive remedy** for any failure or non-performance of the Service is for FutureSelf to use **commercially reasonable efforts** to effectuate an adjustment or repair of the applicable service.

12) Service Availability; Changes; Beta/Pre-Release

Your access may be interrupted for maintenance, updates, or failures. Features may be **modified**, **suspended**, **or discontinued** at any time.

Beta Program. From time to time we may include new and/or updated pre-release features and trial services ("**Beta Features**"). Beta Features are provided **AS IS** and **AS AVAILABLE** for testing and feedback. We may discontinue or change Beta Features at any time without notice. Once you use a Beta Feature, you may be unable to revert to an earlier version, and data created in a Beta Feature may not be portable to earlier versions. Beta Features may contain errors or inaccuracies that could cause failures, disruption, downtime, corruption, or loss of data. **You acknowledge and agree that all use of Beta Features is at your sole risk.**

13) Third-Party Content, Links & Al Providers (Assumption of Risk)

The Service may reference, link to, or depend on third-party content, sites, services, SDKs, APIs, payment platforms, app stores, hosting, analytics, crash reporting, and AI

models/providers. Such third-party materials are provided under **their own** terms and privacy policies.

FutureSelf does **not** review, approve, monitor, endorse, prepare, edit, warrant, inspect, or verify third-party content, services, or providers, and is **not responsible** for any content, advertising, products, or other materials on or available from third-party sites or services. **To the maximum extent permitted by law,** you **assume all risk** when interacting with them.

To the maximum extent permitted by law, FutureSelf disclaims liability for: (a) any inaccuracy of, error or delay in, or omission of third-party content or services; and (b) any loss or damage arising from (i) any error or delay in transmission; (ii) interruption due to force majeure (including flood, extraordinary weather, earthquake, epidemic/pandemic, public health crisis, fire, war, insurrection, riot, labor dispute, action of government, communications or power failure, or equipment/software malfunction); or (iii) any other cause beyond FutureSelf's reasonable control.

Nothing in this §13 limits any non-waivable consumer rights or any liability that cannot lawfully be excluded or limited.

14) Electronic Communications & Notices

By using the Service, you consent to the **recording and retention** of communications, information, and data exchanged between you and FutureSelf or transmitted by the Service.

For contractual purposes, you (a) consent to receive communications from FutureSelf in an electronic form; and (b) agree that all terms, agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing.

FutureSelf may send **automatic alerts or notifications** (e.g., changes to your account, feature updates). FutureSelf may add or cease certain alerts at any time at its sole discretion. FutureSelf shall **not be liable** for any delays, failure to deliver, misdirected delivery, or errors in content of an alert/notification, or for actions taken or not taken by you or any third party in reliance thereon. Alerts/notifications may be sent to your email, in-app inbox, or mobile number you provide; you are responsible for keeping your contact info current.

15) Intellectual Property; License to You

The Service, including software, models, systems, interfaces, designs, logos, and marks, is owned by FutureSelf or its licensors and is protected by IP laws. Subject to these Terms, we grant you a **limited**, **personal**, **non-exclusive**, **non-transferable**, **revocable license** to use the App for its intended personal purposes. We reserve all other rights.

15A) Copyright Policy; DMCA Agent (U.S.)

We respect IP rights and respond to notices of alleged infringement under 17 U.S.C. §512.

DMCA Agent: Legal Department (DMCA), Lurra, LLC d/b/a FutureSelf, 367 St. Marks Ave, Brooklyn, NY 11238, USA, team@microgramapp.com.

To be effective, your notice must include: (i) a physical or electronic signature; (ii) identification of the copyrighted work; (iii) identification of the material and its location; (iv) your contact information; (v) a statement of good-faith belief that use is not authorized; and (vi) a statement, under penalty of perjury, that the information is accurate and you are authorized to act.

We may terminate repeat infringers in appropriate circumstances.

15B) Apple-Required Terms (iOS)

This Agreement is between you and FutureSelf only, not Apple. Apple has no obligation to furnish maintenance or support. To the extent any warranty exists, we—not Apple—are responsible. Apple is not responsible for claims relating to the App or your use, including product liability, legal compliance, or IP claims. You represent you are not in a U.S. embargoed country or on a prohibited list. **Apple and its subsidiaries are third-party beneficiaries** of this Agreement and may enforce it.

16) Feedback

By submitting any ideas, suggestions, content, documents, proposals, or other feedback ("Feedback") to FutureSelf (including via Beta Features, support channels, email, or social media), you acknowledge and agree that:

- (a) your Feedback does not contain confidential or proprietary information;
- (b) FutureSelf has no obligation of confidentiality with respect to the Feedback;
- (c) FutureSelf may use, copy, modify, create derivative works from, sublicense, and otherwise exploit the Feedback without restriction or compensation;
- (d) FutureSelf may have something similar already under consideration or development; and
- (e) you are not entitled to any compensation or reimbursement of any kind.

17) No Warranties

The Service (including Beta Features) and all Outputs are provided "AS IS" and "AS AVAILABLE." We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, accuracy, non-infringement, and error-free or uninterrupted operation.

18) Limitation of Liability

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUTURESELF'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE AND THIRD-PARTY SERVICES SHALL NOT EXCEED THE GREATER OF (A) US \$100 OR (B) THE AMOUNTS YOU PAID TO FUTURESELF FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FUTURESELF WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FUTURESELF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THIRD-PARTY SERVICES OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS, OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THIRD-PARTY SERVICES OR THE SERVICE.

Carve-Outs. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, willful misconduct, or gross negligence, or any liability that cannot be excluded under applicable law.

You agree to use the Service and any Third-Party Services at your own risk, and that FutureSelf is not responsible for how you choose to use the Service or any Outputs.

PROFESSIONAL DISCLAIMER. The Service cannot and does not provide **medical**, **fitness**, **or health advice**. Any Al-generated content, including body goal visualizations, is provided for **entertainment**, **motivational**, **and illustrative purposes only** and is not a substitute for professional medical advice. Always seek the guidance of a qualified health provider with any questions you may have regarding your health. Use or reliance on any information or Outputs from the Service is **solely at your own risk**.

19) Indemnification

You agree to **indemnify**, **defend**, **and hold harmless** FutureSelf and its officers, directors, agents, partners, employees, licensors, distributors, representatives, and affiliates from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- (a) Your access to or use of the Service or any Third-Party Services (including Al providers, app stores, or payment processors);
- (b) Your User Content, including any images you upload, generate, or share;
- (c) Any violation of these Terms or applicable law by you or any user of your account;
- (d) Any claim that your User Content **infringes**, **misappropriates**, **or otherwise violates** a third party's rights (including privacy, publicity, copyright, trademark, or other intellectual property rights);
- (e) Any **misuse**, **misrepresentation**, **or reliance** on the Service or Outputs, including claims of libel, invasion of privacy, defamation, or harmful reliance; and
- (f) Your breach of §§6 and 6A (age/minors/nudity).

20) Arbitration Agreement; Class Action Waiver

PLEASE READ THIS SECTION ("Arbitration Clause") CAREFULLY. It is part of your agreement with FutureSelf and affects your rights.

Waiver of Court and Jury Trial. The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Clause. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and FutureSelf in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and FutureSelf waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

Class Action Waiver. All claims and disputes within the scope of this Arbitration Clause must be arbitrated or litigated on an **individual basis and not on a class basis**, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

Governing Law. The **Federal Arbitration Act** governs the interpretation and enforcement of this provision; the arbitrator shall apply **Delaware law** to all other matters. All issues are for the arbitrator to decide, including issues related to scope and enforceability of this arbitration

provision. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Pre-Arbitration Notice. Before either party may seek arbitration, the party must first send to the other party a written **Notice of Dispute** describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: **FutureSelf**, **team@microgramapp.com**. After the Notice is received, you and FutureSelf may attempt to resolve the claim or dispute informally. If you and FutureSelf do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding.

Arbitration Procedures. Arbitration will be conducted by the **American Arbitration Association (AAA)** before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling **1-800-778-7879**. Payment of all filing, administration, and arbitrator fees and costs will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be **final and not appealable**, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

Survival. This Arbitration Clause shall survive expiration, termination, or rescission of this Agreement.

21) Termination

You agree that, **without notice**, FutureSelf may suspend or terminate your account, your access to the Service, and/or these Terms, with or without cause, at any time and without notice, including if we determine, in our sole discretion, that you violated any provision of these Terms.

FutureSelf shall **not be liable** to you or any third party for any termination, suspension, discontinuation, or modification of the Service or any portion thereof, including any third-party content or integrations. You **release and agree to indemnify and hold harmless** FutureSelf for any loss or damages arising from or relating to such termination, suspension, discontinuation, or modification.

Upon termination, your license to use the Service ends and you must stop all use. **Fees are non-refundable** except as required by platform policy or applicable law.

Sections that by their nature should survive (including, without limitation, §§4–7, 9–10, 13, 14, 15–20, 22–26, and §5(f) (Outputs—License & Restrictions), together with any accrued payment obligations) will survive termination.

22) Governing Law & Venue

These Terms are governed by and construed in accordance with the laws of the **State of Delaware**, **USA**, without regard to conflict-of-laws rules, except that the **Federal Arbitration Act governs Section 20 (Arbitration Agreement)**. Subject to Section 20, any legal action or proceeding arising under or relating to these Terms shall be brought **exclusively** in the state or federal courts located in **Wilmington**, **Delaware**, and you **irrevocably consent** to the personal jurisdiction and venue of those courts.

23) Changes to the Service or Terms

We may update the Service and these Terms from time to time. Material changes will be posted in the App or on our site. **Your continued use** after changes constitutes acceptance of the updated Terms.

24) Account Security & Inactivity

You are responsible for safeguarding your credentials and restricting access to your device. We may delete or archive inactive accounts (no logins) after **12 months**, with prior notice where required.

25) Miscellaneous

Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

No Waiver. Our failure to enforce any right is not a waiver.

Assignment. You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets, or by operation of law.

Entire Agreement. These Terms, together with the Privacy Policy and any in-app terms, constitute the entire agreement between you and FutureSelf.

Headings. Headings are for convenience only and do not affect interpretation.

26) Copyright & Marks

Copyright © 2025 **FutureSelf**. All rights reserved. All trademarks, logos, and service marks ("**Marks**") displayed in the Service are our property or the property of third parties. You are **not permitted to use** these Marks without our prior written consent or the consent of such third party.

27) Contact

Lurra, LLC d/b/a FutureSelf 367 St. Marks Ave, Brooklyn, NY 11238, USA team@microgramapp.com