Deep Soul Terms of Service

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Version: v1.5

1. Overview of Services

Deep Soul is a mobile application focused on emotional well-being, legacy planning, and personal growth. It helps users document life experiences, express emotions, and organize important milestones throughout their journey.

The app provides features such as emotional tracking, AI-based emotional support, funeral preferences, asset distribution intentions, legacy account settings, and scheduled message delivery, enabling users to create a unique "Life Archive".

2. Eligibility

This application is intended for users aged 13 and above.

By registering and using the application, you confirm that you are at least 13 years old. If you are under 18, you must use the application under the guidance of a parent or legal guardian.

If we discover that you have provided false age information, we reserve the right to suspend or terminate your account at any time.

3. Account Registration and Security

To use certain features of the app, you must register an account and provide accurate and complete information, updating it as necessary.

You are responsible for maintaining the security of your account, including keeping your password confidential and managing authorization settings. Deep Soul is not liable for any losses resulting from unauthorized access due to password loss or misuse.

In the event of a user’s death, the platform will follow the authorized settings of the designated legacy contact.

4. User Content

All content you upload, store, or share on the app (including but not limited to text, images, audio, and video) remains your personal property.

You grant Deep Soul a global, non-exclusive, revocable license to use the content to deliver and improve the services (such as storage, display, categorization, and analysis).

You represent and warrant that you own the rights to the uploaded content and that it does not infringe upon any third-party rights or violate any applicable laws.

5. Privacy and Data Protection

We are committed to protecting your personal data and process it in accordance with our Privacy Policy.

Sensitive features (such as “Secret Base”, “Say Something”, and “Legacy of Love”) undergo encryption processing, tiered access permissions, or time-triggered technologies to protect your privacy and data security.

6. Legacy Account Clause

Deep Soul offers a legacy account feature that allows users to designate one or more legacy contacts during their lifetime. These designated persons may access specific authorized content after the user passes away to preserve their emotional and personal legacy.

6.1 Legacy Contact Settings

- Users may designate one or more legacy contacts within the app and authorize them to view specific content (such as "My Life Experience", "Say Something", or "Secret Base").
- To verify the identity of legacy contacts, the platform may request full personal details, including name, contact information, relationship to the user, and Hong Kong Identity Card number.
- The system will initiate the legacy process based on user-defined triggers (e.g., scheduled dates or receipt of a death certificate).

6.2 Legacy Account Access and Limitations

- Once legacy mode is activated, the account will be frozen and legacy contacts will have read-only access to authorized content.
- Legacy contacts cannot add, modify, or download any content. They cannot rearrange or edit individual entries, but they may delete the entire account.

6.3 User Responsibilities

- Users must ensure the accuracy of legacy contact information and communicate their intentions clearly with those assigned.

- Deep Soul assumes no responsibility for any disputes or issues arising from incorrect information or improper authorization.

6.4 Platform Role and Disclaimer

- Deep Soul does not serve as a legal will platform but only provides viewing and legacy-sharing functionalities.
- Any legal effect or inheritance responsibilities must be handled separately by the user and their legacy contact. Deep Soul is not involved in legal probate or succession processes.

7. AI Emotional Support and Disclaimer

7.1 Nature of Service

Deep Soul's "AI Emotional Support" (including Souli dialogue responses, emotional analysis, and safety prompts) is provided solely for emotional expression, self-reflection, and general reference purposes. It does not constitute any medical, psychological therapy, clinical diagnosis, counseling, or other professional advice.

7.2 Non-Emergency/Non-Medical Statement

This service is not intended for emergency or crisis intervention. If you experience severe emotional distress, self-harm or harm to others risks, or other crisis situations, please immediately contact local emergency support or professional medical services. The contact information provided by this application is for informational purposes only, and Deep Soul is not responsible for monitoring or intervening in your help-seeking actions.

7.3 System and Content Limitations

AI responses are generated based on algorithms and machine learning models and may contain biases, omissions, or misunderstandings. Deep Soul does not guarantee the completeness, accuracy, or applicability of any AI responses. You should maintain personal judgment and take responsibility for your own decisions.

7.4 Limitation of Liability

To the extent permitted by law, Deep Soul, its affiliated companies, employees, and authorized partners shall not be liable for any direct or indirect losses, decisions, or consequences arising from the use of or reliance on AI emotional support.

7.5 Third-Party Data Processors and Data Protection

To provide AI-related features, we may transfer data necessary for those services to Alibaba Cloud for processing.

Alibaba Cloud's relevant data processing arrangements are governed by its applicable Data Processing Addendum (DPA). For details, please refer to Alibaba Cloud's official DPA document: https://www.alibabacloud.com/help/en/legal/latest/fe2cxg.
For information about the collection, use, cross-border transfer, retention, and protection of personal data, please refer to our Privacy Policy.

We will take reasonable and appropriate measures to protect users' personal data in accordance with applicable law and actual service arrangements. Data processing by third-party service providers may also be subject to their own terms of service and privacy policies.

7.6 Automated Processing and Significant Impact

The AI output of this service will not make automated decisions that have legal effect or equivalent significant impact on you. If you have questions or complaints about AI operations, you can contact us through the listed contact methods to request further explanation or stop using related functions.

7.7 Jurisdictional Differences and Priority

If your jurisdiction has mandatory regulations on personal data/cross-border transmission (e.g., China's PIPL, EU GDPR/UK GDPR), Deep Soul will comply with the requirements of such regulations. Relevant details shall be subject to our company's privacy policy (local version or supplementary terms).

8. Prohibited Conduct

You agree not to engage in the following while using the app:

- Uploading or sharing illegal, defamatory, pornographic, violent, fraudulent, or rights-infringing content;
- Harassing, threatening, discriminating, or deceiving others through messaging or posting features;
- Attempting to hack, gain unauthorized access, or tamper with other users' accounts or data;
- Distributing viruses, malware, or any other technology that may harm the platform or its users.

9. Service Modifications and Termination

We reserve the right to modify, suspend, or terminate any part or all of the app at any time, including both free and paid services.

For significant changes, we will make reasonable efforts to notify users at least 7 days in advance through in-app announcements.

We may suspend or terminate your account without notice if you violate these terms.

10. Fees and Payments

Deep Soul offers basic features free of charge. We may introduce paid services (such as subscriptions, HEXACO data interpretation report purchases), and their prices and terms will be clearly stated at the time of purchase.

Completed payments are generally non-refundable. Refund exceptions, subscription cancellations, and payment disputes are addressed in Sections 10.1 through 10.8 below. Nothing in these Terms limits rights available under applicable law.

10.1 Payment Processing

All payments for Deep Soul paid products and services, including subscriptions and one-time purchases such as HEXACO data interpretation report, are processed through Stripe and its supported payment methods. Before confirming payment, users should review the product or service, price, currency, billing frequency, and any applicable charges.

10.2 One-Time Purchases

One-time purchases, including HEXACO data interpretation report, are generally non-refundable once payment has been successfully completed and the purchased content or service has been made available, except where a refund is required by applicable law or falls within the exceptions set out in these Terms.

10.3 Subscriptions and Automatic Renewal

Subscriptions automatically renew according to the plan and billing cycle displayed at purchase until cancelled using the subscription management method provided by Deep Soul. Users should complete cancellation before the next renewal charge date to stop future automatic charges. Any applicable free trial, promotional offer, and subsequent charges will be governed by the terms displayed before payment.

10.4 Subscription Cancellation

Cancelling a subscription does not automatically entitle the user to a refund of amounts already paid. Unless otherwise expressly stated at purchase or required by applicable law, subscription benefits may remain available until the end of the current paid billing period.

10.5 Subscription Plan Upgrades

Users may upgrade to an eligible subscription plan at any time. The upgrade price may be adjusted based on the unused portion of the current subscription. The final amount payable will be displayed before payment confirmation. Once the upgrade is completed, the new subscription plan will take effect, and future renewals will be charged at the applicable price of the new plan.

10.6 Refund Policy and Exceptions

Deep Soul generally does not provide voluntary refunds for completed purchases or subscription payments. However, users may contact Deep Soul to enquire about or request a refund in cases of duplicate charges, incorrect charges, unauthorized payments, failure to deliver purchased content or services, or other circumstances in which a refund is required by law. Requests will be reviewed based on the circumstances, applicable law, and relevant payment processing requirements.

10.7 Refund Processing and Payment Disputes

If a refund is approved, it will generally be processed through the original payment method. The time for funds to become available depends on Stripe, the card issuer, and other relevant financial institutions. Users who identify a billing error or suspicious transaction may contact Deep Soul using the details in Section 15. Nothing in these Terms restricts users from raising payment disputes with their payment provider or exercising statutory consumer rights.

10.8 Review of Terms and Service Adjustments

Users may review the applicable payment, subscription, cancellation, and refund terms before making a purchase.

Deep Soul reserves the right to modify subscription plan features, usage limits, quotas, service offerings, and related terms from time to time for business, technical, service improvement, or other reasonable purposes. Such changes may apply to both existing and new subscribers and may take effect upon publication or on a specified effective date.

If any adjustment materially and adversely affects the principal rights of existing paying subscribers during a paid service period, we will provide reasonable advance notice and make appropriate arrangements in light of the circumstances and applicable law, including allowing users to terminate the affected subscription service and addressing the corresponding fees for any unused service period. No adjustment affects users' non-excludable rights under applicable law.

11. Limitation of Liability

The application is provided on an "as-is" and "as-available" basis. We do not guarantee that the services will be uninterrupted, error-free, or fully meet your expectations.

The artificial intelligence (AI) emotional support provided by this application is for informational reference and comfort purposes only, and does not constitute any form of medical, psychological therapy, legal, or professional advice. Users understand and agree that: AI responses are generated by automated algorithms without human review, and Deep Soul does not guarantee that their content is completely accurate or appropriate.

For information about third-party data processing and personal data protection arrangements relating to AI services, please refer to Section 7.5 and our Privacy Policy.

11A. AI Function Disclaimer and Data Processing Notice

To the maximum extent permitted by applicable law, Deep Soul shall not be liable for indirect, incidental, special, or consequential losses arising from the use or inability to use this application, including loss of profits, loss of business opportunities, or other indirect economic losses. Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited.

12. Third-Party Links and Disclaimer

Deep Soul may include links to external websites or third-party platforms within certain features or pages (e.g., “Final Chapter,” “Legacy of Love,” “Mental Health Resources,” or “Health Info”).

Such links point to publicly available third-party content not operated or managed by Deep Soul.

We provide these links solely for user convenience and do not guarantee the accuracy, legality, safety, or timeliness of such external content.

Users access third-party websites at their own risk. Deep Soul is not responsible for any losses or damages (including data leaks, fraud, or malicious content) arising from using those sites.

We recommend reviewing the privacy policies and terms of service of any third-party sites you visit.

13. Changes to Terms

We reserve the right to modify these Terms of Service at any time. Updates will be published within the app and will take effect immediately upon release.

Continuing to use the app after changes take effect means you agree to the updated terms.

14. Governing Law and Dispute Resolution

These terms are governed by the laws of the Hong Kong Special Administrative Region, excluding its conflict of law rules.

Both parties agree to attempt to resolve any disputes through good-faith negotiation. If unresolved, disputes shall be submitted to the competent courts of Hong Kong.

We may also recommend mediation as an alternative method of resolution.

15. Contact Information

If you have any questions about these Terms of Service or the app, please contact us at:

✉ Email: itsupport@deepsoulai.com

This document is available in Traditional Chinese, Simplified Chinese and English. In the event of any ambiguity, inconsistency or conflict among these versions, the Traditional Chinese version shall prevail.