Terms of Service

Last updated 28 December 2026 · Operated by Synvora Labs LLC · privacy@k00l.app

By using Kool you agree to these terms, our Privacy Policy, Cookie Policy, and Acceptable Use rules below. If you use Kool for an organization, an enterprise agreement may also apply.

Eligibility

You must be at least 16 (or the higher digital-consent age where you live) to open a Kool account yourself. A parent or guardian may create a **child account** for someone aged 13 to 15 inside their Kool family; by doing so they consent on that child's behalf, agree to these terms for them, and remain responsible for their use of Kool. Guardianship ends automatically the year the child turns 16, when the account becomes theirs alone. A guardian may withdraw permission at any time, which closes the account. Kool is not for anyone under 13.

Your account

Sign in with a one-time email code, a password, a passkey, or Apple or Google. Provide a real email address you control, keep your password, passkeys, recovery codes and any 2FA method private, and you're responsible for activity on your account. Tell us at security@k00l.app if you suspect unauthorized access.

Usernames

You don't own your username. From 28 December 2026 we may reclaim or reassign one for a company, brand or well-known person who proves it is theirs (an email at their domain is not always enough), for impersonation, or when the law requires it. You keep your account, followers and posts and get a new name. See §4A below.

Protecting children

Zero tolerance for child sexual abuse and exploitation. We block it, suspend the account and report it to NCMEC: Synvora Labs LLC is registered with NCMEC as an Electronic Service Provider and reports to NCMEC's CyberTipline. A parent or guardian can create a supervised account for someone aged 13 to 15, with approvals for every new contact, Screen Time and safety alerts. See §3A and §6A below.

Your content

You own what you post. You grant Kool a licence to host and display it to the people you share it with, which ends when you delete it or your account (except copies already shared or held briefly in backups).

Acceptable use

No illegal, hateful, harassing, or infringing content; no child sexual exploitation (zero tolerance); no impersonation, spam, malware, scraping, or attempts to break, overload, or bypass the security of the service. We may remove content or suspend accounts that break these rules; in-app reporting is available on messages, stories, posts, clips and lives, and automated moderation can be appealed. We answer appeals within 7 days.

Coins, gifts & payments

Kool is free to use. **Kool+ and Kool+ Pro** are optional monthly or yearly subscriptions that renew automatically until you turn renewal off in your Apple ID or Google Play settings. Kool+, Coin packs and Promote are sold through the Apple App Store and Google Play. "Coins" are a virtual value, earned or bought, spent on virtual gifts; they are **not money** and can't be cashed out today. Items in Shop are sold by independent sellers and paid on Stripe's pages. See the Refund Policy.

Service & changes

Kool is provided "as is" without warranties, to the extent permitted by law. We may change or discontinue features. To the maximum extent permitted by law, our liability is limited, and nothing limits rights that can't be excluded (including consumer rights). Consumers in the EEA, the UK and Switzerland keep the mandatory protections of their home law, access to their home courts and their full statutory rights; see §22 to §27. We may update these terms; continued use after an update means acceptance.

Enterprise

Businesses can request our full Master Service Agreement, Data Processing Agreement and SLA at legal@k00l.app.

Full Terms of Service

Version 1.5, effective 28 December 2026 (adds §20A Information for users in the European Union (Digital Services Act) and §20C Requests from authorities, and changes §3 (the guardian's confirmation), §6 (scraping), §10 AI Features, §12 (Coins, Gifts and Shop), §22 Warranties, §23 Limitation of Liability, §24 Indemnification, §26 Governing Law and Courts and §27 Dispute Resolution, with separate rules for consumers in the EEA, the UK and Switzerland. It also keeps the changes of version 1.4: §3A Child accounts and parental controls, §4A Usernames, §4B Keeping your account and Kool secure and §6A Protecting children were added, and §1, §4, §6, §10 and §21 were updated. Version 1.2 of 25 November 2026 applies until then. This version replaces version 1.4, published on 26 November 2026, before it takes effect). The summary above is for convenience; the full Terms below are the binding agreement.

1. Definitions

- **"Account"**: the profile created when you register, identified by your email address and username.
- **"Content"**: anything you create, upload, send, post, or transmit through the Service: messages, photos, videos, stories, posts, clips, live streams, comments, meeting/call details, mailbox items, profile information, and music tags.
- **"Coins"**: a virtual, in-app value with no cash value, used only to send virtual Gifts. See §12.
- **"Gifts"**: virtual items sent during live streams, funded by Coins.
- **"Live"**: a real-time video broadcast you host or view.
- **"AI Features"**: automated features, including AI, that we use to moderate content and offer as tools, such as Pufy, translation, transcription, captions, voice replies and writing help. The providers are listed in the Privacy Policy. See §10.
- **"Business Customer"**: an organization that uses Kool under the MSA.
- **"we/us/our"**: Synvora Labs LLC, operator of Kool.

2. Acceptance of Terms

By creating an Account, or by accessing or using the Service, you agree to these Terms, the Privacy Policy, the Acceptable Use Policy, and the Cookie Policy, which are incorporated by reference. If you access Kool through the Apple App Store or Google Play, you also agree to those platforms' terms, which apply in addition to (and, for platform-specific matters such as in-app purchases, may override) these Terms.

3. Eligibility

You must be at least **16 years old** (or the higher minimum digital-consent age in the country where you live) to open a Kool account yourself.

Child accounts. A parent or guardian may create a child account for someone aged **13 to 15** inside their Kool family. In doing so the guardian confirms that they are an adult, that they are the child's parent or legal guardian, and that they have the right to accept these Terms and to consent to the child's use of Kool. The guardian consents on the child's behalf, accepts these Terms for them, and remains responsible for their use of Kool, including any purchase the child makes with the guardian's permission. We may ask the guardian to confirm these points again. §3A explains how a child account works. The guardian may withdraw permission at any time, which closes the account and deletes its data. Guardianship ends automatically the year the child turns 16, at which point the account becomes theirs alone. Kool is **not for anyone under 13** and we do not knowingly collect their data. If you are under the age of majority where you live and do not have a child account, you may use Kool only with the involvement of a parent or guardian. By using the Service you represent that you meet these requirements and that you are not barred from using it under any applicable law or sanctions list.

3A. Child accounts and parental controls

A child account is for someone aged 13 to 15. Only a parent or legal guardian can create one, inside their Kool family, and it stays under their supervision until the child turns 16.

Creating the account. The guardian gives the child's name, email address and birth month and year, and sets the account's password. We keep the year of birth, not the full date. By creating the account the guardian confirms that they are the child's parent or legal guardian and an adult, accepts these Terms for the child, and takes responsibility for the child's use of Kool. We record who gave permission, when and how, and the guardian can see that record in Family. We do not verify the family relationship.

Signing in. A child signs in with the password the guardian set and a code sent to the child's email. The guardian can change the password at any time, which signs the child out of every device.

Who can reach the child. A guardian decides before a connection exists:

- Nobody can follow the child, and the child can follow nobody, until a guardian approves it.
- Nobody outside the family can start a conversation or a call with the child until a guardian approves that person (people in a group the child already belongs to can talk and call in that group). The same rule applies to adding the child to a group and to email sent to the child's Kool mailbox: mail from anyone who is not family or approved is refused.
- The guardian sees each request, can approve or decline it, and can see the list of people already approved.
- A child account cannot create or join calls by link.

Screen Time. A guardian can set:

- a schedule of times of day when each area of Kool (messages, calls, Social, email, games) is open;
- people who can always reach the child, on top of the family, even outside those times;
- a daily downtime and a daily time limit;
- whether games are available, and a separate time limit for games.

The child can ask for more time for the day and the guardian approves or declines. The guardian sees time spent per day and per area for the last 14 days. It shows areas, never who the child talked to. Family members can always reach the child.

Safety checks and alerts.

- Photos and videos sent to or from a child account in chats are checked automatically. Sexual content is blocked in both directions, and violent content sent to a child is blocked. This also covers forwarded messages and shared posts, clips and stories, and email, including a connected Gmail mailbox when the child opens a message.
- When something is blocked, or the child taps **Tell my parent**, the guardian gets an alert. It says what kind of thing it was, who sent it, where and when, and what Kool did. It never contains the photo, video or words.
- We also alert the guardian when our automated checks find a message that appears to be about sex, violence, crime or self-harm. The alert gives the topic and the time only.
- Safety records are deleted after 90 days, and a guardian can delete them sooner.

What a child sees in Social. In For You, Clips, Explore and hashtags, a child account is shown only posts and clips that a moderator has approved for everyone. Content that may be suggestive stays covered for a child account.

What is switched off or limited. On a child account there are no ads and no promoted posts. GIF search uses the strictest rating. Pufy works only in a limited help mode, and the guardian can turn it off. A child account cannot save a payment card.

What a guardian cannot do. A guardian cannot read the child's messages or see the photos and videos the child sends or receives. A conversation has two sides, and the other person never agreed to be read by someone else's parent.

Ending supervision. A guardian can withdraw permission at any time in Family. That closes the child's account and deletes its data, except what the law requires us to keep. Supervision ends on its own in the year the child turns 16: the account becomes the child's own, nothing is deleted, and we email both of them.

The limits of these controls. These controls help, and they do not replace a parent's attention. Automated checks make mistakes: they can miss harmful content and can block harmless content. Time limits and downtime are applied by the Kool app on the child's device and are an agreement within the family, not a security barrier. Schedules are also applied by our servers for Social, email, sending messages and calls. Kool's controls cover Kool only. For the rest of the device, use the controls built into it, such as Apple's Screen Time and Communication Safety or Google's Family Link.

4. Account Registration

- You can sign in with a one-time code sent to your email, a password, a passkey, or your Apple or Google account. You can add a phone number and turn on two-step verification with an authenticator app and recovery codes.
- A child account signs in with the password its guardian set, plus a code sent by email.
- Give us accurate information and keep it up to date.
- One person, one Account, unless we agree otherwise in writing. You may not share, sell or transfer your Account.

4A. Usernames

- Your username identifies you on Kool. We licence it to you for use on the Service. You do not own it, and you may not sell, transfer or hold it for someone else.
- You may not choose a username that uses someone else's trademark or name without the right to, impersonates a person, brand or organisation, or is likely to mislead people about who is behind the account.
- We may remove, change, reclaim or reassign a username, including one you have used for a long time, when: (a) a company, brand or organisation shows us it holds the matching name or trademark; (b) a public figure or well-known person shows us the name is theirs; (c) we believe it impersonates someone or is likely to confuse people; (d) the law, a court or a regulator requires it; or (e) it breaks these Terms.
- An email address at the organisation's own domain is one kind of proof, not the only one and not always enough. We decide each request on its evidence, and we may ask for more, such as trademark registrations, company documents or proof of identity.

- If we take a username from you, you keep your account, followers and content. We give you a new username, tell you by email or in the app, and you can choose another one in Settings. We do not owe you payment for a username.

4B. Keeping your account and Kool secure

What we do. We use technical and organisational measures designed to protect Kool and your data. They include encryption of data in transit, storing passwords and sign-in codes only as one-way hashes, two-step verification, a list of your signed-in devices that you can sign out, rate limits, automated abuse detection, and restricted staff access. The Security Overview describes them.

What we cannot promise. No online service is completely secure. We do not promise that Kool will never be attacked, interrupted or accessed without permission, and nothing in our security pages is a guarantee. If a security incident affects your personal data, we will tell you and the authorities where the law requires it.

What you must do. You are responsible for:

- keeping your password, passkeys, recovery codes, email inbox and devices under your control;
- everything done through your Account until you tell us it has been compromised;
- telling us at once at security@k00l.app if you think someone else has accessed your Account;
- keeping your app and device software up to date.

To the extent the law allows, we are not responsible for loss caused by someone using your Account because you did not keep these safe. This does not limit our responsibility for our own failures.

If you lose access. If you lose your sign-in methods and your recovery codes, we may not be able to give you back your Account. We will ask for proof that the Account is yours and may refuse where we cannot be sure.

Protecting the Service. We may suspend an Account, sign out its devices, reset its sign-in methods or block a connection without notice where we reasonably believe it is needed to protect you, other people or Kool. We will tell you afterwards where we can.

Security research. If you find a vulnerability, report it to security@k00l.app and follow our responsible disclosure rules. Testing that accesses other people's data, degrades the Service or breaks the law is not permitted and is not protected by those rules.

5. Acceptable Use Policy

Your use of Kool is subject to the Acceptable Use Policy, which forms part of these Terms. In summary, you must use Kool lawfully, respectfully, and only as intended.

6. Prohibited Activities

You must not, and must not allow anyone else to:

1. Post or transmit content that is illegal, hateful, harassing, defamatory, sexually exploitative of minors (CSAE), incites violence, or infringes others' rights;
2. Impersonate any person or entity, or misrepresent your affiliation;
3. Send spam, chain messages, or unsolicited bulk communications;
4. Upload malware or attempt to compromise, overload, rate-limit-evade, reverse-engineer, or gain unauthorized access to the Service or other users' accounts or data;
5. Scrape, crawl, or harvest data, or use bots/automation except through interfaces we expressly permit;
6. Circumvent moderation, security, geographic, or rate-limiting controls;

7. Use the Service to build a competing product or to train machine-learning models on other users' Content;
8. Exploit the Coins/Gifts economy fraudulently (e.g. chargeback abuse, exploiting bugs to mint Coins);
9. Violate any applicable law, export control, or sanctions regime.

If you scrape Kool or use it to train a model, we may block your access, close your account, and ask a court to stop you and to award us our actual losses.

We may investigate and take action (including content removal, suspension, and law-enforcement referral) for suspected violations.

6A. Protecting children

Protecting children is the rule we enforce most strictly. We have zero tolerance for child sexual abuse and exploitation.

What is never allowed. You may not use Kool to create, upload, send, store, request, link to or promote:

- child sexual abuse material, including drawn, edited or AI-generated material that sexualises a child;
- any sexual contact with a child, including grooming, sexual conversation, asking for sexual images, or arranging to meet for a sexual purpose;
- sextortion or threats to share intimate images of a child;
- content that sexualises children or that praises or promotes their abuse;
- child trafficking or any other exploitation or endangerment of a child.

"Child" here means anyone under 18.

What we do when we find it. We block the content and suspend the account. We do not warn the person first and we do not tell them what we reported. The suspension is permanent where the material is confirmed.

How we detect it. We use automated tools that screen photos and videos for sexual content and hold or block them, reports from people using Kool, and review by our moderators. Photos and videos sent directly to a child account in a chat get a stricter automated check, and one we cannot check is not delivered. No detection is perfect, so please report anything you see.

Reporting to NCMEC. Synvora Labs LLC is registered with the National Center for Missing & Exploited Children (NCMEC) as an Electronic Service Provider and reports to NCMEC's CyberTipline. When we become aware of apparent child sexual abuse material or child sexual exploitation on Kool, we report it to NCMEC as United States law requires (18 U.S.C. §2258A). A report includes the material and information about the account involved. NCMEC passes reports to law enforcement in the United States and in other countries.

Preserving evidence. We preserve reported material and the related account information securely for the period the law requires (currently one year after the report), and longer where an authority lawfully asks us to. In our moderation tools, only the child safety desk and our administrators can open held files or file a report, and each viewing is logged. A request to delete an account does not delete material we are required to preserve.

Working with law enforcement. We cooperate with law enforcement investigating crimes against children. We answer valid legal requests, we preserve data on request, and where we believe in good faith that a child is at risk of serious harm we may give information to the authorities without waiting for a request.

How to report. Use Report on any message, post, clip, story, live stream or profile and choose the child safety reason, or email security@k00l.app. If a child is in immediate danger, contact your local police first. You can also report to NCMEC directly at CyberTipline.org.

If you are under 18 and something happened to you. It is not your fault. Tell an adult you trust. On a child account you can tap **Tell my parent**. NCMEC's Take It Down service (takeitdown.ncmec.org) can help remove intimate images of you from participating platforms.

7. User Responsibilities

You are solely responsible for your Content and your interactions with other users. You must maintain your own backups of anything important to you; while we take reasonable care of your data, the Service is not a backup service (see §22). You are responsible for the security of your device and email account.

8. Customer Content

- **You own your Content.** These Terms do not transfer ownership to us.
- **Licence to operate the Service.** You grant Kool a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, adapt (e.g. transcode/resize media), transmit, and display your Content **solely to operate, secure, and provide the Service to you and the people you share it with**. This licence ends when you delete the Content or your Account, except for (a) copies retained transiently in backups/logs for a limited period and (b) Content already shared with others.
- **Responsibility.** You represent that you have the rights to your Content and that it does not violate these Terms or any law.
- **Moderation.** We may remove Content or limit its distribution to enforce these Terms, comply with law, or protect users. In-app reporting is available on messages, stories, posts, clips, and live streams.

9. Intellectual Property

The Service, including its software, design, logos, and the "Kool" name, is owned by Synvora Labs LLC and protected by intellectual-property laws. We grant you a limited, revocable, non-exclusive, non-transferable licence to use the app for its intended personal (or, for Business Customers, internal business) purpose. All rights not expressly granted are reserved. You may not use our trademarks without prior written permission.

10. AI Features

Kool uses AI Features to moderate content and offers AI tools such as **Pufy**, translation, transcription, captions, voice replies, dubbing and writing help. The providers are listed in the Privacy Policy, and they include Cloudflare, Anthropic and ElevenLabs.

You are dealing with an AI. Pufy is an AI assistant, not a person, and its voice is an AI voice. If content carries a label saying it was made with AI, do not remove that label when you share it, and do not present AI output as made by a person where that would mislead others.

Check before you rely. AI output may be wrong or incomplete, and it is not legal, medical, financial or other professional advice. You are responsible for reviewing it before you rely on it or publish it. For consumers in the EEA, the UK and Switzerland, this does not reduce the rights described in §22.1.

What Pufy can do for you. Before Pufy sends a message or an email, posts, comments or likes, starts a call, creates, changes or cancels a meeting, deletes something in Kool, or buys something, it shows you a card with what it will do, and nothing happens until you approve it. A purchase can be approved only on your screen, never by voice. A few small changes to your own things happen at once, without a card, and the app shows you what Pufy did: for example adding to your Kool notes or, when you ask in your own words, setting a reminder, alarm, timer or calendar event on your device. You can turn off some of what Pufy may do, such as sending messages or calls, under What Pufy can do in Pufy's settings. Routines and goals you set up run at the times or events you chose. A routine cannot pay for anything, and anything it would change waits as a card for your approval. You can pause or delete a routine at any time.

Your content. We do not claim ownership of AI output you create, and we do not use your private Content to train third-party foundation models. See the AI Usage Policy and Privacy Policy §4.

Children. On a child account Pufy works only in a limited help mode, and the guardian can turn it off (see §3A).

11. API Usage Rules

The api.k00l.app backend exists to serve the official Kool clients. Any programmatic access must (a) be expressly authorized by us, (b) respect published rate limits and authentication, and (c) not degrade the Service for others. We may throttle, suspend, or revoke access that violates these rules. Public, unauthenticated endpoints (e.g. legal pages, health checks) may be accessed but not abused.

12. Subscription Terms, Coins & Virtual Items

- **Kool is free to use.** You do not need to pay to open an account, chat, call, post or watch. Some features cost money; they are listed below, and the price is always shown before you pay.
- **Kool+ and Kool+ Pro** are optional subscriptions, monthly or yearly, that unlock extra features (for example Pufy, the assistant, and KTV). What each plan includes and its price in your currency are shown in the app before you subscribe.
- **Coins** can be earned in the app (for example the daily free claim) or bought in packs. Coins are a limited, revocable, non-transferable licence to a virtual value, **not money and not a deposit**. You cannot sell or transfer them, and **they cannot be cashed out today**. If we open a cash-out for creators, who can use it, the rate and the terms will be shown in the app first and added to these Terms. Coins obtained through fraud, bugs or abuse may be removed.

If you are a consumer in the EEA or the UK: Coin packs are sold through the Apple App Store and Google Play, so a refund request, including under your 14-day right of withdrawal where it still applies, goes to Apple or Google. The Refund Policy explains when that right ends for Coins that have already been credited. We remove Coins as a penalty only for a serious breach of these Terms, and we tell you why.

- **Gifts** paid for with Coins are used up when sent and cannot be refunded once sent, except as the law requires.
- **Promote** lets you pay to show a post or clip to more people. The amount you choose is charged once, before the promotion starts.
- **Shop.** Shop is a venue where independent sellers sell to buyers. The seller, not Kool, is the seller of each item and is responsible for the item, the listing and delivery. We are not a party to the sale. We run the checkout, where the buyer pays the seller through Stripe and we take our platform fee from the seller, and, when a seller uses Kool delivery, we buy the shipping label and any return label from the carrier on the seller's behalf. A seller can be a business or a private person. If the seller is a private person, consumer protection laws that apply to businesses may not apply to that sale. The Shop screen puts first the products that match what you have recently searched for, then those more people viewed in the last 30 days and those updated most recently, and moves products you have already opened lower. Search results show the most recently updated products first. The Seller Terms and the Refund Policy explain orders, delivery and refunds.

13. Billing & Payment Terms

- **Kool+, Kool+ Pro, Coin packs and Promote** are sold through the **Apple App Store** and **Google Play** in-app purchase systems. Apple or Google charges you under their own payment terms; we never see or store your card details.
- **Shop orders** are paid on Stripe's pages to the seller's Stripe account. Kool never receives or stores your card number. Kool takes its platform fee from the seller, not from the buyer.
- Prices include or exclude taxes as shown at the point of purchase, under the rules of the store or Stripe.
- Business Customers buying under an MSA are billed as set out in the order form and the MSA.

14. Automatic Renewals

Kool+ and Kool+ Pro **renew automatically** at the end of each monthly or yearly period, at the price shown when you subscribed, until you cancel. Apple or Google manages the renewal: you can see the next renewal date and turn auto-renewal off in your Apple ID or Google Play subscription settings. Turn it off at least 24 hours before the period ends to avoid the next

charge. If the price changes, you will be told in advance as the store requires, and you can cancel before the new price applies.

15. Free Trials

If a subscription is offered with a free trial or an introductory price, its length, the price that applies afterwards and how to cancel are shown before you start. Unless you cancel before the trial ends, the subscription starts and you are charged at the price shown.

16. Cancellations

You may stop using Kool at any time. To cancel Kool+ or Kool+ Pro, turn off auto-renewal in your Apple ID or Google Play settings; you keep the plan until the end of the period you paid for. Deleting the app or closing your Kool account does **not** cancel the subscription by itself. Closing your account deletes your data as described in §18 and the Privacy Policy. Refunds are covered in the Refund Policy.

17. Suspension

We may suspend or restrict your Account or specific features, with or without notice, if we reasonably believe you have violated these Terms or the law, to protect users or the Service, or to comply with a legal request. Where practical and lawful, we will tell you why and how to appeal. Automated-moderation decisions may be appealed in-app. We answer appeals within 7 days.

18. Account Termination

- **By you:** delete your Account in the app (Profile → Settings → Close account) or email support@k00l.app. Deletion permanently removes your Account, Content, and media, subject to limited retention described in the Data Retention Policy.
- **By us:** we may terminate your Account for material or repeated violations, prolonged inactivity, legal requirement, or if we cease the Service (see §20). We will give reasonable notice where we can.
- **Effect:** on termination your licence to use the Service ends. Sections that by nature survive (Content licence for already-shared items, IP, disclaimers, liability limits, indemnity, governing law) survive termination.

19. Service Availability

We aim to keep Kool available and reliable but do not guarantee uninterrupted or error-free operation for free users. Enterprise availability commitments are set out only in the Service Level Agreement and apply only to Business Customers who have one.

20. Service Modifications

We may add, change, suspend, or discontinue features (including Coins/Gifts, ads format, or the AI Features) to improve the Service, for legal/security reasons, or where a feature is no longer viable. For material adverse changes affecting paying Business Customers, notice terms in the MSA apply.

20A. Information for users in the European Union (Digital Services Act)

Contact. Authorities can reach us about this Service at legal@k00l.app. Users can reach us at legal@k00l.app or support@k00l.app, and a person reads every message. We can answer in Portuguese and English.

Reporting illegal content. Use Report on any message, post, clip, story, live stream or profile, or email security@k00l.app. If you report by email, tell us which item it is, why you think it is illegal, and your name and email address.

Why we restrict content or accounts. When we remove content, or warn, restrict or suspend an account, we tell the person in the app, and by email when an account is warned, restricted or suspended. We say what we did, which rule it was under, whether an automated tool made the decision, and whether and how they can appeal. We do not tell the person where the law

or an authority stops us, or where telling them would put a child at risk, for example when we report material to NCMEC (see §6A).

Appeals. You can appeal a decision in the app, once for each decision, for at least six months after it. If you cannot use the app, for example because your account is suspended, write to support@k00l.app. A person on our team reviews every appeal. Some decisions cannot be appealed in the app, such as a suspension for child sexual abuse material.

Moderation in short. Content is moderated by our automated tools, by reports from people using Kool, and by our moderators. Automated tools can block or hold content and add a strike to an account, and an account that reaches three strikes is suspended automatically. Child sexual abuse material ends an account at once (see §6A). We apply these rules with care for the rights of everyone involved, including freedom of expression.

How your feed is ranked. For You is ranked by how recent a post is, how people respond to it (such as likes, comments, reposts and how much of a clip people watch), who you follow and interact with, the topics you choose, and how you have reacted to similar posts. Posts that are reported or look like spam rank lower. In Settings, under Algorithm, you can choose another order, including Recent, which shows the newest posts first.

Complaints and out of court dispute settlement. If you live in the EU you can complain to the Digital Services Coordinator in your country. In Portugal that is ANACOM. You may also use a certified out of court dispute settlement body.

Size. Kool is not a very large online platform.

20C. Requests from authorities

Authorities can send legal requests to legal@k00l.app. We answer valid legal requests under the law that applies to the request and to us. We ask for the right kind of legal order for the kind of data requested. We give message and file content only on a valid order for content, and we preserve data where an authority lawfully asks us to. If a request seems too broad, unlawful, or in conflict with the law of the European Union, we challenge or narrow it. We tell the person concerned about a request unless the law or the order forbids it, or telling them would put someone, especially a child, at risk. In an emergency where we believe in good faith that a person is at risk of death or serious harm, we may give information to the authorities without waiting for a formal order.

21. Third-Party Services

Kool integrates optional third-party services, notably **Google** (if you link a Gmail mailbox), the **Apple Music catalog** (song previews/artwork for story music tags), and the **Apple App Store / Google Play** (distribution and in-app purchases). Your use of these is subject to those third parties' terms and privacy policies. We are not responsible for third-party services. Kool's use and transfer of information received from Google APIs adheres to the Google API Services User Data Policy, including the Limited Use requirements.

22. Warranties

22.1 If you are a consumer in the EEA, the UK or Switzerland. You keep every legal guarantee you have as a consumer. We provide the Service with reasonable care and skill and we will fix faults within a reasonable time. We do not promise that the Service will never be interrupted or have errors, or that AI output is accurate (see §10).

22.2 Everyone else. To the maximum extent permitted by law, the Service and all Content and AI output are provided **"as is" and "as available"**, without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, non-infringement, accuracy, or that the Service will be uninterrupted, secure or error free. Some places do not allow the exclusion of certain warranties, so some of this may not apply to you.

23. Limitation of Liability

23.1 Liability we never limit. Nothing in these Terms limits or excludes our liability for death or personal injury, for fraud, for intentional wrongdoing or gross negligence, or for anything else the law that applies to you does not allow us to limit.

23.2 If you are a consumer in the EEA, the UK or Switzerland. We are liable for loss that is a foreseeable result of our breach of these Terms or of our failure to use reasonable care and skill. We are not liable for loss that was not foreseeable, or that was caused by your own breach of these Terms, or by events outside our reasonable control (see §25). This paragraph does not reduce your statutory rights.

23.3 Everyone else. To the maximum extent permitted by law, we are not liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, data, goodwill or business interruption, even if advised of the possibility. Our total liability for all claims relating to the Service is limited to the greater of (a) what you paid us for the Service in the **12 months** before the event giving rise to the claim, or (b) **EUR 100** (or the local equivalent).

24. Indemnification

24.1 Consumers. If you are a consumer, you are responsible only for loss we suffer because you broke these Terms or the law, and only to the extent the law allows. You do not give us a general indemnity.

24.2 Everyone else. To the extent permitted by law, you agree to indemnify and hold harmless Synvora Labs LLC from third-party claims, damages and reasonable costs (including legal fees) arising from your Content, your use of the Service, or your breach of these Terms or of any law or third-party right.

25. Force Majeure

Kool is not liable for any failure or delay caused by events beyond our reasonable control, including acts of God, war, civil unrest, labour disputes, internet or utility failures, failures of upstream providers (e.g. Cloudflare, Apple, Google), pandemics, or governmental action.

26. Governing Law and Courts

26.1 If you are a consumer in the EEA, the UK or Switzerland. These Terms are governed by the law of Portugal, but you keep the mandatory consumer protections of the country where you live. You may bring a claim against us in the courts of Portugal or in the courts of the country where you live. We may bring a claim against you only in the courts of the country where you live.

26.2 Everyone else. These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-laws rules. Subject to §27, the state and federal courts located in Delaware have jurisdiction. If you are a consumer, you also benefit from any mandatory protections of the law of the place where you live and may bring proceedings in your local courts.

27. Dispute Resolution

Before filing any claim, contact us at legal@k00l.app and give us **30 days** to try to resolve it with you. If you are a consumer in the EEA, the UK or Switzerland, this step is optional and does not delay or limit your right to go to court or to a consumer dispute body. If it is not resolved, either of us may bring the claim in the courts set out in §26. Nothing in this section stops either of us from asking a court for urgent relief to protect intellectual property or stop unauthorised access, or from bringing an eligible claim in small-claims court. Nothing in these Terms takes away any right that a child, or a guardian on a child's behalf, has under the law that applies to them to cancel or challenge an agreement.

28. Changes to These Terms

We may update these Terms. For material changes we will give reasonable advance notice (in-app and/or by email) before they take effect. Your continued use after the effective date means you accept the updated Terms. If you do not agree, stop using the Service and, if you wish, delete your Account.

29. General

These Terms, together with the documents they incorporate, are the entire agreement between you and Kool regarding the Service. If any provision is unenforceable, the rest remains in effect. Our failure to enforce a right is not a waiver. You may not assign these Terms; we may assign them to a successor in connection with a merger, acquisition, or sale of assets, on notice to you.

30. Contact Information

Kool, operated by Synvora Labs LLC General/legal: legal@k00l.app · Support: support@k00l.app · Security: security@k00l.app · Privacy: privacy@k00l.app Postal: 8 The Green, Ste R, Dover, DE 19901, United States

This document is the canonical Terms of Service. The /terms web page is a consistent summary rendering of it.