

Terms of Service for cherry.fun

Last Updated: August 23, 2025

Welcome to cherry.fun ("the App," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of the cherry.fun mobile application and its related services. By accessing or using the App, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use the App.

1. Acceptance of Terms

By creating an account, accessing, or using cherry.fun, you signify your agreement to these Terms. These Terms constitute a legally binding agreement between you and cherry.fun. You must be at least 13 years old to use the App.

2. Description of Service

cherry.fun is a secure, wallet-to-wallet messenger built on the Solana blockchain. It provides encrypted direct messages (DMs), group chats, and token-gated clubs, enabling on-chain communication with enhanced privacy and speed. Our service relies on Solana wallet authentication and transaction signing to facilitate communication.

3. User Accounts and Wallet Connection

To use cherry.fun, you must connect a compatible Solana wallet. We do not create or manage your wallet, nor do we store your private keys. Your wallet address serves as your primary identifier within the App. You are solely responsible for maintaining the security of your wallet and its private keys. cherry.fun is not responsible for any loss or damage arising from your failure to protect your wallet.

4. User Conduct and Prohibited Activities

You agree to use cherry.fun only for lawful purposes and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the App by, any third party. Prohibited activities include, but are not limited to:

- Engaging in any illegal or fraudulent activity.
- Transmitting any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Interfering with or disrupting the operation of the App or the servers or networks connected to the App.
- Attempting to gain unauthorized access to any portion of the App, other accounts, computer systems, or networks connected to the App, through hacking, password mining, or any other means.
- Using the App for any commercial purposes without our express written consent.
- Distributing unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

5. Intellectual Property

The App and its original content, features, and functionality are and will remain the exclusive property of cherry.fun and its licensors. The App is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of cherry.fun.

6. User-Generated Content

You are responsible for any content you post, transmit, or otherwise make available through the App ("User Content"). You retain all rights in, and are solely responsible for, the User Content you post to cherry.fun. By posting User Content, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your User Content solely in connection with the operation and promotion of the App.

We reserve the right, but are not obligated, to remove or refuse to distribute any User Content, such as content that violates these Terms.

7. Disclaimers

The App is provided on an "AS IS" and "AS AVAILABLE" basis. cherry.fun makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, cherry.fun does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its App or otherwise relating to such materials or on any sites linked to this App.

Given the nature of blockchain technology and decentralized applications, you acknowledge and agree that:

- **Blockchain Risks:** You understand that blockchain transactions are irreversible and that cherry.fun has no control over the Solana network. You are solely responsible for your interactions on the blockchain.
- **Wallet Security:** cherry.fun is not a custodian of your digital assets. You are solely responsible for the security of your Solana wallet and any associated private keys.

8. Limitation of Liability

In no event shall cherry.fun, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; (iii) any content obtained from the App; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

9. Indemnification

You agree to defend, indemnify, and hold harmless cherry.fun and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the App, by you or any person using your account and password; b) a breach of these Terms; or c) User Content posted on the App.

10. Termination

We may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the App will immediately cease. If you wish to terminate your account, you may simply discontinue using the App.

11. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of United States, without regard to its conflict of law provisions. You agree to submit to the personal

jurisdiction of the courts located within San Francisco, United States for the purpose of litigating all such claims or disputes.

12. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the App.

13. Miscellaneous

These Terms constitute the entire agreement between you and cherry.fun regarding our App, and supersede and replace any prior agreements we might have between us regarding the App.

14. Contact Us

If you have any questions about these Terms, please contact us at: team@cherry.fun

15. Privacy Policy

For information about how we collect, use, and share your information, please refer to our Privacy Policy: <https://cherry.fun/docs/privacy.pdf>