

Cherry — Terms of Use

Last Updated: July 8, 2026 Effective Date: July 8, 2026

1. Acceptance of Terms

By downloading, installing, or using Cherry (the “App”), you agree to be bound by these Terms of Use (“Terms”). If you do not agree to these Terms, do not use the App.

2. Description of Service

The App provides fictional AI companion characters (“Personas”) for text-based conversation and AI-generated photo content, for entertainment purposes only. Personas are entirely fictional — they are not real people, do not have real thoughts or feelings, and any resemblance to a real person is coincidental. Conversations are generated by third-party large language models; photos are generated by third-party image-generation models. Where the App offers a “voice message” experience, it may be a simulated/AI-synthesized representation rather than a live human recording.

3. Eligibility — 18+ Only

You must be at least 18 years of age to use the App. By using the App, you represent and warrant that you are at least 18 years old. The App is not directed at minors and we do not knowingly allow minors to create an account or use the App. If we become aware that a minor has used the App, we will terminate that access immediately.

4. Nature of Content

- Persona chat may include mature, suggestive, or explicit text content intended for fictional adult roleplay between the user and a clearly fictional AI character.

- AI-generated photos are moderated to stay tasteful/suggestive (e.g. swimwear, lingerie, glamour-style content) — the App does not generate real nudity or explicit sexual imagery.
- The App does not depict, and must never be used to request depictions of, real identifiable people, minors, or non-consensual scenarios. Attempting to direct the App to generate such content violates these Terms and may result in immediate termination of your account.

5. Not a Substitute for Real Relationships or Professional Support

The App is entertainment software. It is not a substitute for real human relationships, companionship, therapy, or mental health treatment. If you are experiencing loneliness, distress, or a mental health crisis, please seek support from a qualified professional or a crisis helpline in your region.

6. Account

The App uses anonymous authentication — no personal photos or identity documents are collected to create an account. See the Privacy Policy for what data is collected during normal use (chat messages, preferences, purchase records).

7. Subscriptions and Credits

7.1 Subscription Terms

The App offers an auto-renewing annual Pro subscription and one-time consumable credit packs.

- Payment is charged to your Apple ID / Google Play account at confirmation of purchase.
- The subscription automatically renews annually unless canceled at least 24 hours before the end of the current period.
- Your account will be charged for renewal within 24 hours prior to the end of the current period.

- You can manage and cancel your subscription through your App Store / Google Play account settings.
- Credits granted by the subscription (initial and recurring monthly top-ups) do not roll over past subscription expiration. Purchased credit packs are consumable and do not expire while your account remains active.

7.2 Refunds

All purchases are processed by Apple or Google. Refund requests must be submitted directly through their standard refund process. We do not process refunds directly.

8. Acceptable Use

You agree not to: - Use the App for any illegal purpose. - Attempt to reverse engineer, decompile, or hack the App. - Use the App to harass, harm, or violate the rights of others, including by generating content depicting a real identifiable person without consent. - Upload, request, or attempt to generate content involving minors in any sexual or suggestive context — this is strictly prohibited and will result in immediate account termination and may be reported to relevant authorities. - Share your account or subscription credentials with others. - Use automated means to access or use the App.

9. Intellectual Property

The App, including all content, features, AI models, Persona designs, and functionality, is owned by us and is protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, or create derivative works based on the App without our express written permission.

10. Disclaimer of Warranties

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AI-generated content may occasionally be inaccurate, inconsistent, or unexpected in tone.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE APP.

12. Changes to These Terms

We may update these Terms from time to time. Continued use of the App after changes take effect constitutes acceptance of the revised Terms.

13. Governing Law

These Terms are governed by and construed in accordance with the laws applicable in the developer's principal place of business, without regard to its conflict-of-law provisions. Any disputes arising from these Terms or your use of the App shall be subject to the exclusive jurisdiction of the competent courts of that location.

14. Contact

Questions about these Terms can be sent to the support email listed in the App's Profile section.