

Terms of Use

Effective Date: June 24, 2025

These Terms of Use ("Terms") are a binding agreement between you—the user of the SparkChat application—and Poacha Labs Pty Ltd ("we", "us", "our"). The term "you" or "user" refers to the individual who is using or subscribing to the SparkChat mobile application and agreeing to these Terms.

By using SparkChat, you agree to all the Terms below. If you do not agree, do not use the App.

1. Eligibility

You must be at least 16 years old to use SparkChat. If you are under 18, you confirm that you have permission from a parent or legal guardian. You must comply with the laws of your country when using SparkChat.

2. Terms Location & Accessibility

These Terms of Use and the Privacy Policy are presented directly within the SparkChat app. By subscribing or using the App, you agree that reading and understanding these in-app Terms is your responsibility.

You can access the full Terms of Use and Privacy Policy at time of subscription within the app's interface, or by contacting hi@poachalabs.com with subject line: Needed: Copy of terms and conditions/privacy policy.

3. Subscription & Usage

SparkChat operates on a paid subscription model. Subscription details are provided within the app interface.

Usage Limits: Each subscription tier currently allows up to 28 image uploads and 65 regenerate actions per subscription week. These limits are in place to maintain quality while the platform grows.

Subscription Access: SparkChat may limit the number of active subscribers at any given time. Subscriptions may be opened in batches.

4. Refunds

Refunds will only be granted if the App fails to function as intended. Proof must be submitted via our official website at www.poachalabs.com/contact. Refunds will not be issued for misuse, misunderstanding of features, or personal dissatisfaction unrelated to failure.

Users who violate these Terms—including attempting to manipulate, deceive, or harm others—automatically forfeit any right to a refund.

5. Prohibited Uses

You may not use SparkChat to:

Engage in catfishing, misrepresentation, impersonation, or deception.

Attempt to manipulate, lie to, steal from, or emotionally harm others.

Harass, abuse, threaten, or defame others.

Use the App in a way that violates local or international law.

Any use of the App to exploit, coerce, or defraud other humans is strictly prohibited.

6. Conduct & User Responsibility

SparkChat is intended as a supportive, confidence-boosting tool to help you communicate more clearly and authentically. It may help you build romantic, social, professional, physical, or other human connections—but it does not replace your responsibility for honesty, safety, or consent in real-world communication.

7. AI Guidance Disclaimer

SparkChat uses AI to suggest responses and communication ideas.

These are for guidance purposes only. SparkChat cannot and does not guarantee specific results such as relationships, dates, meetings, intimacy, or business outcomes.

You are solely responsible for how you apply AI-generated suggestions. Use your own judgment.

8. No Guarantees

SparkChat is designed to improve your confidence and conversational clarity. While it may support better connections, we do not guarantee any outcomes. Real-world results depend on your actions and external factors beyond our control.

9. No Warranty / Limitation of Liability

The App is provided "as is" without any express or implied warranties. To the fullest extent permitted by law:

We are not liable for any indirect, incidental, or consequential damages.

You cannot hold us legally responsible for any outcome resulting from your use of the App.

Where liability cannot be excluded, it is limited to the amount paid for your most recent subscription.

10. Indemnification

You agree to indemnify and hold harmless SparkChat, Poacha Labs, and all affiliates from any claims or liabilities arising from your use of the App, including misconduct or violations of these Terms.

11. Termination

We may suspend or terminate your access to SparkChat at any time without notice if we believe you have violated these Terms.

12. Data Usage & Privacy

You do not need to create an account or provide personal details (like email or phone number) to use SparkChat.

If you subscribe or join the waitlist, we may collect your contact information and use it to communicate updates, feature improvements, or new subscription availability.

We only store basic preference data you provide manually, such as selected interests and recently liked responses. These are deleted if you unsubscribe.

We do not store data about your connection (i.e., the person you are communicating about). Any screenshots or input data related to connections are permanently deleted when you clear a chat.

For full privacy details, see our Privacy Policy.

13. Marketing Communications

By providing your contact details, you consent to receive occasional communications regarding product updates, new features, and waitlist access. You may opt out at any time.

14. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes will be resolved in the courts of New South Wales.

15. Severability

If any section of these Terms is found to be invalid, the rest will remain in effect.

16. Entire Agreement

These Terms, together with the Privacy Policy, represent the complete agreement between you and SparkChat. They supersede any prior verbal or written understandings.

17. Contact

For questions, support, or legal notices, contact:

www.poachalabs.com/contact Please leave a clear subject line in the email.