

EAGLE CORPORATION

(Australasia) Pty Limited

DeepFake DEFENDER

Terms of Service

Eagle Corporation (Australasia) Pty Limited

Trading as DeepFake DEFENDER

ABN 67 089 764 358 · ACN 089 764 358 · ASIC Key 1-74110561520

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About These Terms

These Terms of Service ("Terms") govern your use of the DeepFake DEFENDER iOS application ("the App") and the website at <https://www.deepfakedefender.com.au> ("the Website"), together "the Service".

The Service is operated by Eagle Corporation (Australasia) Pty Ltd, ABN 67 089 764 358, ACN 089 764 358, ASIC Key 1-74110561520, trading as DeepFake DEFENDER ("the Company").

By installing, launching, or otherwise using the Service, you agree to be bound by these Terms. If you do not agree, do not install or use the Service.

1. Acceptance of Terms

By installing, launching, or otherwise using the Service, you ("you" or "User") agree to be bound by these Terms. If you do not agree to all of these Terms, you must not install or use the Service.

If you are using the Service on behalf of an organisation or other legal entity, you represent and warrant that you have authority to bind that entity to these Terms, and "you" includes both you personally and that entity.

On first launch of any major version of the App, you will be asked to acknowledge the version of these Terms, the Disclaimer, and the Privacy Policy that applies to that build. The current bundled version may always be reviewed within the App at Dose of Sanity → Terms of Service, and the canonical current version is available on the Website.

2. Eligibility

You may use the Service only if you are at least the age of majority in your jurisdiction and are capable of forming a binding contract under the laws applicable to you. By using the Service, you represent that you meet these requirements.

3. Description of Service

The Service is an iOS application that overlays a probabilistic-analysis layer on top of publicly visible social media content viewed inside an in-app browser. The App provides estimates and indicators based on automated content-pattern analysis.

Live coverage at launch includes X, Instagram, Facebook, TikTok, and YouTube. The in-app browser loads each platform's mobile site, and the typical and expected user experience is signed-in — the platform's own algorithms, personalised feed, security settings, and account features apply as they would in that platform's own app or website.

When you sign in, you do so through the platform's own login wall inside the in-app browser; your credentials and authentication go directly to the platform and are not seen, handled, or stored by the Service. Platforms vary in what they show to anonymous visitors who choose not to sign in: where a platform restricts content behind a login wall (as TikTok and parts of X do), the in-app browser will display that login wall and the user can choose whether to proceed.

For YouTube in v1.0, in-app sign-in is not yet supported and the in-app browser operates in public mode (browse, search, and watch public videos), with full sign-in coming in v1.1. The full description of what the Service does and does not do is set out in the Disclaimer published at <https://www.deepfakedefender.com.au/policies>.

4. Acceptable Use

You agree to use the Service lawfully and responsibly. Without limitation, you must NOT use the Service to:

- Harass, defame, threaten, stalk, or abuse any person.
- Make public accusations of fact about identifiable individuals based on the Service's probabilistic outputs.
- Publish or share screenshots of the Service in a manner that misrepresents probabilistic estimates as factual findings.
- Publish screenshots showing identifiable account holders alongside negative classifications (PsyOp, Foreign Influence, DeepFake, or Manipulation) without first redacting identifying information in accordance with the Disclaimer Pack published by the Company.
- Publish the contents of your My Vocabulary list — including the term-to-category mappings you have personally assigned — in a manner that asserts those mappings as findings by the Company about the people, organisations, or topics named.
- Use the Disagree feedback flow, or any image of the resulting Add to My Vocabulary panel, to construct, publish, or share accusations of fact about identifiable individuals.
- Reverse-engineer, decompile, scrape, or otherwise interfere with the Service's operation, integrity, or security.
- Violate any applicable law, regulation, court order, or terms of service of the social media platforms accessed through the in-app browser.
- Use the Service in any way that could damage, disable, overburden, or impair any servers or networks involved in providing the Service, or interfere with any other party's use of the Service.

5. User Responsibility for Outputs

You acknowledge that the Service's outputs — including category labels, PsyOp scores, Foreign Influence indicators, deepfake-likelihood estimates, and any other classification or signal — are estimates produced by automated heuristics and machine analysis, not determinations of fact.

You are solely responsible for any decision you make based on those outputs, and for any consequences arising from sharing or acting upon them. The Company is not responsible for republications, public statements, accusations, or any other use you make of the Service's outputs outside the App.

You agree to redact identifying information from any screenshot showing a negative classification of a real, identifiable person before sharing the screenshot publicly. The Company's Disclaimer Pack sets out the redaction techniques and guidelines.

You acknowledge that the Sanity Log on your device is a local-only personal reference and does not constitute admissible evidence, an official record, or a determination of fact by the Company. Your My Vocabulary entries are your personal categorisations only, not Company findings.

6. Intellectual Property

The Service, including its software, scoring algorithms, classification labels, badges, visual design, brand identity, and the trademarks DEEPFAKE DEFENDER (DD) and the DD shield device, is owned by the Company and protected by copyright, trademark, patent, and other intellectual property laws of Australia, the United States, and other jurisdictions.

A USPTO provisional patent application has been filed in respect of the Service, and a non-provisional application is in preparation. Unauthorised reproduction, distribution, modification, or reverse-engineering of any part of the Service is prohibited.

Subject to your compliance with these Terms, the Company grants you a personal, non-exclusive, non-transferable, revocable, limited licence to install and use the App on devices you own or control, for your personal non-commercial use only, for as long as you remain in compliance with these Terms. No other rights are granted by implication, estoppel, or otherwise.

7. Third-Party Content

Content viewed through the in-app browser is owned by the respective social media platforms and their users. The Company does not host, store, or take responsibility for that content. Your use of any social media platform inside the in-app browser is governed by that platform's own terms of service and privacy policy.

8. API Keys and User-Provided Credentials

The Service may, optionally, use an Application Programming Interface (API) key that you provide for a third-party Artificial Intelligence (AI) service, currently from Anthropic, OpenAI, or xAI.

You are responsible for:

- Keeping your API keys secure.
- Any usage charges incurred against those keys.
- Compliance with the third-party service's own terms of service and privacy policy.

The Company stores user-provided API keys in iOS Keychain on your device only. The Company does not transmit, log, copy, or have access to your API keys at any time. You may remove the key at any time from Dose of Sanity → Clean Reset + Forget API Key.

9. Fees and Charges

The App itself may be free, paid, or freemium, as advertised at the point of installation. Where fees are charged by the Company for the App, those fees are charged through Apple's App Store and are subject to Apple's standard payment terms.

Fees charged by third-party AI services for use of API keys you provide are the responsibility of the User and are billed directly by the third-party service. The Company does not charge for, invoice, or take a margin on, any third-party AI service usage.

10. Disclaimer of Warranties

The Service is provided "AS IS" and "AS AVAILABLE" without warranty of any kind, whether express, implied, statutory, or otherwise, including, without limitation, any warranty of accuracy, fitness for a particular purpose, merchantability, title, non-infringement, or that the Service will be uninterrupted, secure, or error-free.

The Service produces probabilistic estimates, not determinations of fact. The full Disclaimer is published at <https://www.deepfakedefender.com.au/policies> and forms part of these Terms.

Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantee or right that cannot lawfully be excluded under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any equivalent statute. Where any such right cannot be excluded, the Company's liability is limited to the maximum extent permitted by that law.

11. Limitation of Liability

To the maximum extent permitted by law, the Company's total aggregate liability to any User arising out of or in connection with the Service, whether in contract, tort (including negligence), under statute, or otherwise, is limited to the greater of:

- the amount paid by that User to the Company for the Service in the twelve (12) months preceding the event giving rise to the claim; or
- AUD \$100. In no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including, without limitation, lost profits, lost data, business interruption, loss of goodwill, or reputational harm, even if the Company has been advised of the possibility of such damages.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, contractors, and agents from any claim, loss, liability, demand, action, or expense (including reasonable legal fees) arising out of or in connection with:

- your use of the Service in breach of these Terms;
- your violation of any applicable law or regulation;
- your sharing of unredacted screenshots or any other publication or republication of the Service's outputs in a manner that misrepresents probabilistic estimates as factual findings; or
- any third-party claim, including any defamation, privacy, or copyright claim, arising from such conduct.

13. Termination

The Company may suspend or terminate your access to the Service at any time, with or without notice, for any breach of these Terms or any conduct that the Company reasonably considers harmful to the Service, its users, or third parties.

You may stop using the Service at any time by uninstalling the App. Sections that by their nature should survive termination — including sections 5 (User Responsibility), 6 (Intellectual

Property), 10 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnification), 14 (Governing Law), and any provision relating to confidentiality, payment, or limitation of liability — survive termination.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of the Australian Capital Territory, Australia. Any dispute arising from these Terms or the Service is subject to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and the courts competent to hear appeals therefrom.

15. Changes to These Terms

The Company may update these Terms from time to time. Material changes will be reflected in a new version number, and the current version will always be available at <https://www.deepfakedefender.com.au/policies>. Continued use of the Service after the effective date of an updated version constitutes acceptance of the updated Terms.

The current bundled version of these Terms is displayed within the App on first launch and within Dose of Sanity → Terms of Service. A "Check for Updates" function within the App opens the latest version published on the Website. Material updates that affect User rights or obligations will be presented for acknowledgement on next launch of an updated App version.

16. Contact

Questions about these Terms may be directed to:

*Eagle Corporation (Australasia) Pty Limited
Trading as DeepFake DEFENDER*

Support: feedback@deepfakedefender.com.au

Website: <https://www.deepfakedefender.com.au>

Policies: <https://www.deepfakedefender.com.au/policies>

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