

DRAGONFLY END-USER AGREEMENT

Terms of Service & Privacy Policy

Effective Date: 12/26/2025

Last Updated: 12/26/2025

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Welcome to Dragonfly ("App," "Service," "we," "us," or "our"). By downloading, installing, accessing, or using the Dragonfly mobile application, you ("User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the App.

Company Information:

- Developer/Owner: Abella, LLC
- Address: 160 Kristi Lynn's Way, Midland, Georgia 31820
- Email: contact@abella-health.com
- Website: www.abella-health.com

2. DESCRIPTION OF SERVICE

Dragonfly is an AI-powered goal setting and habit tracking application that uses advanced Retrieval-Augmented Generation (RAG) technology to provide personalized goal-setting experiences and habit formation support. The App collects lifestyle information to tailor the user experience.

2.1 AI-Generated Content

The App utilizes generative AI technology to:

- Provide personalized goal recommendations
- Generate customized habit tracking suggestions
- Offer AI-assisted insights based on your lifestyle data

Important AI Disclaimer: AI-generated content may occasionally be inaccurate, incomplete, or not suitable for your specific circumstances. You should independently verify any important information and use your own judgment when acting on AI-generated suggestions.

3. ELIGIBILITY

You must be at least 18 years old to use this App. By using the App, you represent and warrant that you are at least 18 years of age. If you are under 18, you may not use the App.

4. USER ACCOUNT

4.1 Account Creation

To access certain features, you may need to create an account. You agree to:

- Provide accurate, current, and complete information

- Maintain and promptly update your account information
- Maintain the security of your account credentials
- Accept responsibility for all activities under your account

4.2 Account Termination

You may delete your account at any time through the App settings. We reserve the right to suspend or terminate accounts that violate these Terms.

5. AI AND DATA PROCESSING

5.1 AI Technology

Our App uses:

- **Retrieval-Augmented Generation (RAG):** To provide contextually relevant suggestions based on your data
- **Machine Learning Models:** To personalize your experience
- **Natural Language Processing:** To understand and respond to your inputs

5.2 AI Limitations

You acknowledge that:

- AI-generated content is not professional advice (medical, financial, legal, etc.)
- AI may occasionally produce inaccurate or inappropriate suggestions
- You should not rely solely on AI recommendations for important decisions
- We are not liable for actions taken based on AI-generated content

5.3 Data Usage for AI

Your data is processed to generate personalized recommendations and improve AI model performance. We do NOT sell your personal data to third parties, use your data to train publicly available AI models, or share your data with advertisers for targeting purposes.

6. INTELLECTUAL PROPERTY

The App, including all content, features, functionality, code, design, and graphics, is owned by Abella, LLC and protected by copyright, trademark, and other intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes in accordance with these Terms.

7. DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES.

The App does not provide medical, financial, legal, or other professional advice. AI-generated content is for informational purposes only.

PRIVACY POLICY

8. INTRODUCTION

This Privacy Policy explains how Dragonfly, powered by Abella, LLC, collects, uses, discloses, and protects your personal information when you use our mobile application.

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8.1 Privacy Commitment

We are committed to protecting your privacy and handling your data transparently. This Privacy Policy complies with the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), Apple App Store Guidelines, Google Play Store Policies, and other applicable privacy laws.

9. INFORMATION WE COLLECT

9.1 Information You Provide Directly

Account Information:

- Name, email address, password (encrypted)
- Profile information and age (for age verification)

Lifestyle Information:

- Personal goals and objectives
- Habit tracking data and daily routines
- Preferences, interests, and notes
- Health and wellness goals (if provided)

9.2 Information Collected Automatically

Device & Usage Information:

- Device type, model, operating system, and unique identifiers
- IP address and approximate location
- App features used, session duration, and interaction patterns
- Error logs and crash reports

9.3 Cookies and Tracking Technologies

We may use essential cookies for session management and authentication, analytics cookies for app performance monitoring, and preference cookies for user settings. You can manage cookie preferences through your device settings:

- iOS: Settings > Privacy > Tracking
- Android: Settings > Google > Ads > Opt out of Ads Personalization

10. HOW WE USE YOUR INFORMATION

We use your information to:

- Deliver personalized goal recommendations and AI-powered insights
- Track habits and sync data across devices
- Provide customer support and service updates
- Maintain security, prevent fraud, and enforce our Terms
- Analyze usage patterns to improve the App

10.1 Legal Bases (GDPR)

We process your data based on: (1) your consent, (2) contractual necessity to fulfill our agreement with you, (3) legitimate business interests to improve our services, and (4) legal obligations to comply with applicable laws.

11. HOW WE SHARE YOUR INFORMATION

11.1 We Do NOT Sell Your Data

We do not sell, rent, or trade your personal information to third parties for monetary consideration.

11.2 Service Providers

We share data with trusted third-party service providers who help us operate the App, including:

- Cloud infrastructure providers (for data storage and hosting)
- AI/ML service providers (to power AI features)
- Analytics providers (for app usage insights)
- Payment processors (Apple App Store and Google Play Store)

Your data may be subject to third-party terms of service and privacy policies. Please consult these EULAs for more information on how your data may be processed.

12. DATA RETENTION AND DELETION

We retain your data while your account is active. Upon account deletion, most data is deleted within 30 days. Some data may be retained longer for legal or security purposes (up to 90 days). Aggregated, anonymized data may be retained indefinitely.

12.1 How to Delete Your Account and Data

- Email: Send request to contact@abella-health.com

13. YOUR PRIVACY RIGHTS

13.1 Rights for All Users

- **Access:** Request a copy of your personal information
- **Correct:** Update inaccurate information
- **Delete:** Request deletion of your account and data
- **Export:** Download your information in a portable format
- **Opt-Out:** Unsubscribe from marketing communications

13.2 Additional Rights (GDPR - EU Users)

- Right to restriction of processing
- Right to object to processing
- Right to withdraw consent
- Right to lodge a complaint with your Data Protection Authority

13.3 Additional Rights (CCPA/CPRA - California Residents)

- Right to know what personal information is collected and how it's used
- Right to opt-out of sale/sharing of personal information (we do not sell data)
- Right to non-discrimination for exercising privacy rights
- Right to correct inaccurate personal information
- Right to limit use of sensitive personal information

13.4 How to Exercise Your Rights

- Email: contact@abella-health.com

We will respond to your request within 30 days (GDPR) or 45 days (CCPA/CPRA). We may require verification of your identity before processing requests.

14. DATA SECURITY

We implement industry-standard security measures including:

- Encryption in transit (TLS/SSL) and at rest (AES-256)
- Multi-factor authentication and role-based access controls
- Regular security testing and vulnerability scanning
- Employee training and confidentiality agreements

In the event of a data breach, we will notify affected users promptly and comply with applicable breach notification laws (within 72 hours for GDPR).

15. CHILDREN'S PRIVACY

The App is not intended for users under 18. We do not knowingly collect information from children. If you believe a child under 18 has provided us with personal information, contact us immediately at contact@abella-health.com and we will delete such information.

16. CALIFORNIA PRIVACY DISCLOSURES

16.1 Categories of Personal Information Collected

- Identifiers (name, email, device ID)
- Personal information (profile data, preferences, lifestyle information)
- Internet activity (usage data, app interactions)
- Geolocation data (approximate location)
- Inferences (preferences and characteristics derived from your data)

16.2 Business Purposes

We collect and use this information to provide and improve services, personalize your experience, conduct analytics, ensure security and prevent fraud, and comply with legal obligations.

16.3 Sale of Personal Information

We DO NOT sell personal information.

16.4 Do Not Track

We do not currently respond to Do Not Track signals.

17. INTERNATIONAL DATA TRANSFERS

Your information may be transferred to and processed in countries other than your own. We ensure adequate protections through Standard Contractual Clauses (SCCs), Data Processing Agreements, and other appropriate safeguards.

18. CHANGES TO THIS AGREEMENT

We may update these Terms and Privacy Policy periodically. Material changes will be communicated via in-app notification, email, or notice on our website. Changes are effective on the date posted unless otherwise stated. Continued use after changes constitutes acceptance.

19. CONTACT INFORMATION

For questions about these Terms or Privacy Policy, or to exercise your privacy rights, contact us at:

- Email: contact@abella-health.com
- Address: 160 Kristi Lynn's Way, Midland, Georgia 31820
- Website: www.abella-health.com

CONSENT AND ACKNOWLEDGMENT

By clicking "I Accept" or continuing to use the Dragonfly App, you acknowledge that:

- You have read and understood this End-User Agreement
- You agree to the collection, use, and disclosure of your information as described
- You consent to the use of cookies and tracking technologies
- You understand your privacy rights and how to exercise them
- You are at least 18 years old
- You agree to be bound by these terms

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